

**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on February 25, 2025, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

**Present:** Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

**Absent:** Kenneth Stokes, Ward 3.

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

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The invocation was offered by **Pastor Edward Landford Porter, Apostolic Restoration Ministries, Ward 6**.

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

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The following announcements were provided to open the meeting:

- **Council Member Banks** announced the following:
  - Opened and closed in honor of Mrs. Willena Johnson Cole.
  - Congratulated Coach T.C. Taylor and Coaching Team Robinson's win in the HBCU NFL Allstate Legacy Bowl.
- **Council Member Hartley** announced the following:
  - Opened in remembrance of Hinds County Deputy Sheriff, Martin Shields, Jr.
- **Council Member Foote** announced the following:
  - Opened and closed in honor of Hinds County Deputy Sheriff, Martin Shields, Jr.

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The following individuals provided public comments during the meeting:

- **Thomas Thompson** expressed concerns regarding Case No. 4252-4311 Zoning.
- **Zach Servis** expressed concerns regarding Administration issues.
- **Alana Slaughter** expressed concerns regarding vacant housing usage.
- **Tony Williams** expressed concerns regarding creek flooding in Presidential Hills.

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**Note:** Council Member Clay left the meeting.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY**

**WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2182 LOCATED AT 1921 CENTRAL ST., JACKSON, MS 39204 – PARCEL #157-172 – \$1,000.00.**

**WHEREAS**, on February 13, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 23, 2024, for Case #CE-22-821 located at 1921 Central Street parcel #157-172 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either board up and secure; cut grass, weeds, shrubbery, fence line, bushes, and saplings, remove the trash and debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; and clean curbside within the City of Jackson; and

**WHEREAS**, CCSL Lawn and Drywall and Painting Services, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-157-453 located at 1921 Central St., Jackson, Mississippi 39209 with the quoted price of \$1,000.00; and

**WHEREAS**, CCSL Lawn and Drywall and Painting Services, LLC has a principal office located at 1921 Central St., Jackson, Mississippi 39209, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

<b>City of Jackson, Mississippi</b> Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	<b>CCSL Lawn and Drywall and Painting Services, LLC</b> George Ephrom 2421 Montebello Dr. Jackson, MS 39213
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor

and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with CCSL Lawn and Drywall and Painting Services, LLC upon receipt of a written Notice to Proceed to board up and secure structure, cut vegetation, and remedy conditions on the property located at 1921 Central St., Jackson, Mississippi 39209 , which has been deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,000.00 shall be paid to CCSL Lawn and Drywall and Painting Services, LLC upon the completion of the services provided from funds budgeted for the Division.

**EXHIBIT A**

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as Parcel #157-172 bearing the physical address of 1921 Central Street legally described as LOT 7 BLK A WINGFIELD PARK for Case #CE-22-2182:

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

EXHIBIT B



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

NOTICE TO PROCEED

DATE: February 25, 2025

CASE NO: CE-22-2182

CONTRACTOR: George Ephrom  
CCLS Lawn and Drywall and Painting Services LLC  
2421 Montebello Drive  
Jackson, Mississippi 39213

LOCATION: 1921 Central Street

MAP / PARCEL: 157-172

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

PRE-WORK INSPECTION PERFORMED \_\_\_\_\_ DATE \_\_\_\_\_

DATE ISSUED TO CONTRACTOR: \_\_\_\_\_ ISSUED BY: \_\_\_\_\_

CONTRACTOR OR REPRESENTATIVE SIGNATURE \_\_\_\_\_

DATE RETURNED: \_\_\_\_\_ RECIEVED BY: \_\_\_\_\_

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

NTP AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CAO: \_\_\_\_\_ DATE: \_\_\_\_\_  
PAYMENT AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

QUOTE PRICE: \$1,000.00

Vice President Grizzell moved adoption; President Lindsay seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MINUTE BOOK 7A

**MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1024  
LOCATED AT 4410 LARCHMONT DR. – PARCEL #629-235– \$750.00.**

**WHEREAS**, on August 13, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 9, 2024, for Case #CE-23-1024 located at 4410 Larchmont Dr., parcel #629-235 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either board up and secure structures, cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-23-1024 located at 4410 Larchmont Dr., Jackson, MS 39209 with the quoted price of \$750.00; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC has a principal office located at 2421 Montebello Dr., Jackson, Mississippi, 39213 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$750.00.

SECTION 2 – COMPENSATION

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person and \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

- B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of \$25,000.00 per person and \$50,000.00 per occurrence.
- D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

<b>City of Jackson, Mississippi</b> Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	<b>CCLS Lawn and Drywall and Painting Services, LLC</b> George Ephfrom 2421 Montebello Dr. Jackson, MS 39213
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a

reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with CCLS Lawn and Drywall and Painting Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 4410 Larchmont Dr., Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$750.00 shall be paid to CCLS Lawn and Drywall and Painting Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

**EXHIBIT A**

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as Parcel # ~~629-235~~ bearing the physical address of ~~4410 Larchmont Dr.~~ legally described as LOT 10 BLK J LARCHMONT SUBN PT 5 for Case # ~~CE-23-1024~~.

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

**EXHIBIT B**



*City of Jackson Mississippi Planning and Development Department  
Community Improvement Division  
PO Box 17  
Jackson MS 39201-0017*

**NOTICE TO PROCEED**

Date: January 8, 2025

Case No: CE-21-818

CONTRACTOR: GEORGE EPHEROM  
CCLS LAWN AND DRYWALL AND PAINTING SERVICES  
LLC  
341 MONTEBELLO DR  
JACKSON, MS 39213

LOCATION: 160 Kimbrough Dr.

MAP / PARCEL: 207-129

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

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

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

NTP AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CAO: \_\_\_\_\_ DATE: \_\_\_\_\_

PAYMENT AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

QUOTE PRICE: \_\_\_\_\_ \$450.00

**Vice President Grizzell** moved adoption; **President Lindsay** seconded.

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

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-464 LOCATED AT 160 KIMBROUGH DR.**

**WHEREAS,** on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing

held on May 7, 2024 for Case #CE-24-464 located at 160 Kimbrough Dr. parcel #207-129 in Ward 7 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to board up and secure structures, cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-24-464 located at 160 Kimbrough Dr., Jackson, MS 39204 with the quoted price of \$450.00; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC has a principal office located at 2421 Montebello Dr., Jackson, Mississippi, 39213 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$450.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

- D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

<b>City of Jackson, Mississippi</b> Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	<b>CCLS Lawn and Drywall and Painting Services, LLC</b> George Ephfrom 2421 Montebello Dr. Jackson, MS 39213
---	---

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

- A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with CCLS Lawn and Drywall and Painting Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 160 Kimbrough Dr., Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$450.00 shall be paid to CCLS Lawn and Drywall and Painting Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

### EXHIBIT A

#### Exhibit A

#### SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 621-28, bearing the physical address of 160 Kimbrough Dr., legally described as LOT 20 KIMBROUGH HGTS for Case # CE-24-464:

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

EXHIBIT B



City of Jackson, Mississippi, Planning and Development Department  
Community Improvement Division  
PO Box 17  
Jackson MS 39201-50017

NOTICE TO PROCEED

Date: January 6, 2025  
Case No: CE-21-818

CONTRACTOR: GEORGE EPHEM  
CCLS LAWN AND DRYWALL AND PAINTING SERVICES  
LLC  
3421 MONTEBELLO DR.  
JACKSON, MS 39213

LOCATION: 367 Kimbrough Dr.  
MAP/PARCEL: 201429

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

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

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

NIP AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CAO: \_\_\_\_\_ DATE: \_\_\_\_\_  
PAYMENT AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
QUOTE PRICE: \$1,000.00

Vice President Grizzell moved adoption; President Lindsay seconded.

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

Nays – None.

Absent – Clay and Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2048 LOCATED AT 367 ELMS COURT CIR., JACKSON, MS 39204- PARCEL #645-453 – \$1,000.00.**

WHEREAS, on May 21, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing

held on April 9, 2024, for Case #CE-22-2048 located at 367 Elms Court Cir., parcel #645-453 in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-22-2048 located at 367 Elms Court Cir., Jackson, Mississippi 39204 with the quoted price of \$1,000.00; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC has a principal office located at 367 Elms Court Cir., Jackson, Mississippi 39204, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

<b>City of Jackson, Mississippi</b> Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	<b>CCLS Lawn and Drywall and Painting Services, LLC</b> George Ephfrom 2421 Montebello Dr. Jackson, MS 39213
---	---

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

- B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with CCLS Lawn and Drywall and Painting Services, LLC upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 367 Elms Court Circle, Jackson, Mississippi 39204, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$1,000.00 shall be paid to CCLS Lawn and Drywall and Painting Services, LLC upon the completion of the services provided from funds budgeted for the Division.

### EXHIBIT A

#### EXHIBIT A

#### SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 645-453 bearing the physical address of 367 Elms Court Cir. Legally described as LOT 3 WHISPERING PINES SUB for Case # CE-22-2048:

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



City of Jackson Mississippi Planning and Development Department  
Community Improvement Division  
PO Box 17  
Jackson MS 39201-5001

NOTICE TO PROCEED

Date: January 8, 2025

Case No: CE-22-2048

CONTRACTOR: GEORGE PITHROM  
CCLS LAWN AND DRYWALL AND PAINTING SERVICES  
LLC  
311 MONTICELLO DR.  
JACKSON, MS 39213

LOCATION: 315 Elm Court Cir

MAP / PARCEL: 622-100-

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

PRE-WORK INSPECTION PERFORMED \_\_\_\_\_ DATE \_\_\_\_\_

DATE ISSUED TO CONTRACTOR: \_\_\_\_\_ ISSUED BY: \_\_\_\_\_

CONTRACTOR OR REPRESENTATIVE SIGNATURE \_\_\_\_\_

DATE RETURNED: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

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

NIP AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CAO: \_\_\_\_\_ DATE: \_\_\_\_\_

PAYMENT AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

QUOTE PRICE: \_\_\_\_\_

Vice President Grizzell moved adoption; President Lindsay seconded.

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

Nays – None.

Absent – Clay and Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-779 LOCATED AT 3157 MONTICELLO DR. – PARCEL #622-100-\$1000.00.**

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and

welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 26, 2024, for Case #CE-22-779 located at 3157 Monticello Dr., parcel #622-100 in Ward 6 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to board up and secure structures, cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-22-779 located at 3157 Monticello Dr., Jackson, MS 39212 with the quoted price of \$1,000.00; and

**WHEREAS**, CCLS Lawn and Drywall and Painting Services, LLC has a principal office located at 2421 Montebello Dr., Jackson, Mississippi, 39213 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

- D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

<b>City of Jackson, Mississippi</b> Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	<b>CCLS Lawn and Drywall and Painting Services, LLC</b> George Ephfrom 2421 Montebello Dr. Jackson, MS 39213
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

- A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with CCLS Lawn and Drywall and Painting Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 3157 Monticello Dr., Jackson, MS 39212, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$1,000.00 shall be paid to CCLS Lawn and Drywall and Painting Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

**EXHIBIT A**

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as Parcel # 622-100 bearing the physical address of 3157 Monticello Dr. legally described as LOT 6 BLK A EDGEWOOD ACRES SUB P1 1 for Case # CE-22-779.

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

EXHIBIT B



City of Jackson Mississippi Planning and Development Department  
Community Improvement Division  
PO Box 17  
Jackson MS 39201-0017

NOTICE TO PROCEED

Date: January 8, 2025

Case No: CE-22-779

CONTRACTOR: GEORGE PETERUM  
L.C.L.S. LAWN AND DRYWALL AND PAINTING SERVICES  
LLC  
2421 MONTEBELLO DR.  
JACKSON, MS 39211

LOCATION: 3157 Monticello Dr.

MAP / PARCEL: 622-100

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

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

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

NTP AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CAO: \_\_\_\_\_ DATE: \_\_\_\_\_  
PAYMENT AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
QUOTE PRICE: \$1,100.00

**Vice President Grizzell** moved adoption; **President Lindsay** seconded.

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

Nays – None.

Absent – Clay and Stokes.

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**APPROVAL OF THE FEBRUARY 5, 2025 SPECIAL CITY COUNCIL MEETING MINUTES.**

**Vice President Grizzell** moved adoption; **President Lindsay** seconded.

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

Nays – None.

Absent – Clay and Stokes.

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**APPROVAL OF THE FEBRUARY 11, 2025 REGULAR CITY COUNCIL MEETING MINUTES.**

Vice President Grizzell moved adoption; President Lindsay seconded.

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

Nays – None.

Absent – Clay and Stokes.

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There came on for Introduction, Agenda Item No. 10:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO MODIFY CHAPTER 114 OF THE CITY OF JACKSON CODE OF ORDINANCES TO CREATE CHAPTER 114, ARTICLE V FOR THE PURPOSE OF ORDINANCES RELATED TO THE REGULATION OF MEDICAL CANNABIS BUSINESS.**

President Lindsay stated that said item would be placed on the next Special Council agenda to be held on March 18, 2025.

\*\*\*\*\*

There came on for Introduction, Agenda Item No. 11:

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING ARTICLE III OFFICERS AND EMPLOYEES, DIVISION 1, CREATING SECTION 172 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING A POST-EMPLOYMENT RESTRICTION FOR THE CITY OF JACKSON EMPLOYEES REGARDING EMPLOYMENT WITH CITY VENDORS OR CONTRACTORS.**

President Lindsay stated that said item would be placed on the next Special Council agenda to be held on March 18, 2025.

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Note: Council Member Clay returned to the meeting.

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**ORDER APPROVING CLAIMS NUMBERED 31334 TO 31419 APPEARING AT PAGES 238 TO 262 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS.” IN THE AMOUNT OF \$22,330,099.04 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that claims numbered 31334 to 31419 appearing at pages 238 to 262, inclusive thereon in the Municipal “Docket of Claims,” in the aggregate amount of \$22,330,099.04 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	\$18,986,316.68
TECHNOLOGY FUND	\$20,373.05
PARKS & RECR. FUND	\$47,010.38
BUSINESS IMPROV FUND (LANDSCP)	\$76,539.93
LANDFILL/SANITATION FUND	\$150,307.06

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, FEBRUARY 25, 2025 10:00 A.M.**

933

STATE TORT CLAIMS FUND	\$480.00
WATER/SEWER OP & MAINT FUND	\$20.00
REPAIR & REPLACEMENT FUND	\$246,230.00
DISABILITY RELIEF FUND	\$1,060,218.13
EMPLOYEES GORUP INSURANCE FUND	\$6,945.15
HOUSING COMM DEV ACT (CDBG) FD	\$977.96
HOME PROGRAM FUND	\$3,953.00
H O P W A GRANT – DEPT OF HUD	\$77,628.36
1% INFRASTRUCTURE TAX	\$84,693.92
TRANSPORTATION FUND	\$837,456.54
FONDREN BUSINESS IMPROV FUND	\$2,980.48
HAIL DAMAGE MARCH 2013	\$2,035.64
P E G ACCESS – PROGRAMMING FUND	\$9,489.31
MODERNIZATION TAX	\$97,954.22
CDBG COVID CARES	\$28,381.62
ZOOLOGICAL PARK	\$15,961.43
LIBRARY FUND	\$165,386.50
MDOT-CMPDD PROJECTS	\$262,742.20
BELHAVEN COMMUNITY IMPROVEMENT	\$25,860.78
DFA-HB603-BLIGHTED PROPERTIES	\$10,500.00
	<b>\$22,330,099.04</b>

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

**President Lindsay** recognized **Fidelis Malembeka, Chief Financial Officer**, who requested to amend the Claims Docket to remove four (4) payments to Johnson Controls in the amount of \$9,940.06 and add payments to the National Council for Traditional Arts, Hemphill Construction and Metro Communications in the amount of \$ 384,525.99.

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

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

**Vice President Lee** recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of the Claims Docket at the request of **President Lindsay**.

Thereafter, **President Lindsay**, called for a vote of said item as amended:

**ORDER APPROVING CLAIMS NUMBERED 31334 TO 31419 APPEARING AT PAGES 238 TO 262 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS,” IN THE AMOUNT OF \$22,704,599.53 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 31334 to 31419 appearing at pages 238 to 262, inclusive thereon in the Municipal “Docket of Claims,” in the aggregate amount of \$22,704,599.53 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	\$19,056,316.68
TECHNOLOGY FUND	\$40,080.05
PARKS & RECR. FUND	\$47,010.38
BUSINESS IMPROV FUND (LANDSCP)	\$76,539.93
LANDFILL/SANITATION FUND	\$150,307.06
STATE TORT CLAIMS FUND	\$480.00
WATER/SEWER OP & MAINT FUND	\$20.00
REPAIR & REPLACEMENT FUND	\$246,230.00
DISABILITY RELIEF FUND	\$1,060,218.13
EMPLOYEES GORUP INSURANCE FUND	\$6,945.15
HOUSING COMM DEV ACT (CDBG) FD	\$977.96
HOME PROGRAM FUND	\$3,953.00
H O P W A GRANT – DEPT OF HUD	\$77,628.36
1% INFRASTRUCTURE TAX	\$84,693.92
TRANSPORTATION FUND	\$837,456.54
FONDREN BUSINESS IMPROV FUND	\$2,980.48
HAIL DAMAGE MARCH 2013	\$2,035.64
P E G ACCESS – PROGRAMMING FUND	\$9,489.31
MODERNIZATION TAX	\$386,687.77
CDBG COVID CARES	\$28,381.62
ZOOLOGICAL PARK	\$15,961.43
LIBRARY FUND	\$165,386.50
MDOT-CMPDD PROJECTS	\$262,742.20
BELHAVEN COMMUNITY IMPROVEMENT	\$25,860.78
DFA-HB603-BLIGHTED PROPERTIES	\$10,500.00
2022 COPS MICROGRANT	\$2,276.98
DFA-HB603-THALIA MARA HALL	\$107,649.72
	<b>\$22,704,599.53</b>

Yeas – Banks, Clay and Lindsay.

Nays – Foote and Hartley.

Absent- Stokes.Recusal – Grizzell.

**Note: Council Member Grizzell** recused himself and left the meeting prior to any discussion of the matter.

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**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 31334 TO 31419 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 31334 to 31419 inclusive therein, in the Municipal “Docket of Claims,” in the aggregate amount of \$99,202.97 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		\$2,688,309.29
PARKS & RECR FUND		\$90,031.36
LANDFILL FUND		\$23,604.37
SENIOR AIDES		\$3,463.90
WATER/SEWER OPER & MAINT		\$54,545.97
PAYROLL	\$99,202.97	
HOUSING COMM DEV		\$2,790.88
TITLE III AGING PROGRAMS		\$6,058.38
TRANSPORTATION FUND		\$13,678.61
PEG ACCESS-PROGRAMMING FUND		\$2,467.42
2020 SAKI GRAND DOJ		\$7,434.55
ZOOLOGICAL PARK		\$27,222.69
NLC-MUNICIPAL REIMAGINING COMM		\$4,142.69
<b>TOTAL</b>		<b>\$2,923,750.11</b>

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

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

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There came on forconsideration, Agenda Item No. 14:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOOMIS ARMORED US, LLC ("LOOMIS") FOR THE PURPOSES OF ADDING TWO (2) ADDITIONAL PICKUP LOCATIONS FOR A TOTAL OF THREE (3) PICKUP LOCATIONS.**

Said item was pulled by the Administration.

\*\*\*\*\*

**ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$20,552.37 TO METLIFE FOR ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE PREMIUMS EARNED FOR THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 2024 AND RATIFYING THE SUM OF \$6,704.57 PAID FOR PREMIUMS EARNED FOR THE MONTH OF SEPTEMBER 2024.**

**WHEREAS**, on July 20, 2021, the governing authorities for the City of Jackson accepted the quote provided by MetLife to provide accidental death and dismemberment insurance coverage for active and certain retired employees participating in the City of Jackson’s self-funded health insurance plan; and

**WHEREAS**, the July 20, 2021 action of the governing authorities is recorded in Minute Book 6T at pages 337-338; and

**WHEREAS**, the Order indicated that the quote submitted by MetLife guaranteed rates for three (3) years; and

**WHEREAS**, the Order indicated that the term would commence on August 1, 2021 and end on August 30, 2024; and

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**WHEREAS**, the term indicated and noted in the Order was not consistent with the City of Jackson’s health plan year which runs from January 1 through December 31 of each year; and

**WHEREAS**, MetLife issued Policy #104321 which had an effective date of August 1, 2021 based upon the City of Jackson’s acceptance of the quote; and

**WHEREAS**, the coverage was not interrupted and remained effective through December 31, 2024 even though the minutes indicate that the coverage period would cease on August 30, 2024; and

**WHEREAS**, no payment was tendered to MetLife for premiums earned for the months of October, November, and December 2024; and

**WHEREAS**, the sum of \$6,704.57 was tendered to MetLife for the premium earned for the month of September 2024 prior to the Department of Finance and Administration recognizing the discrepancy between the dates reflected in minutes and the City of Jackson’s health plan year; and

**WHEREAS**, the premium which would have been earned and paid to MetLife for the month of October 2024 but for the discrepancy stated is \$6,778.16; and

**WHEREAS**, the premium which would have been earned and paid to MetLife for the month of November 2024 but for the discrepancy stated is \$6,844.33; and

**WHEREAS**, the premium which would have been earned and paid to MetLife for the month of December 2024 but for the discrepancy stated is \$6,929.88; and

**WHEREAS**, the earned premiums outstanding for the months of October, November, and December 2024 totals \$20,552.37; and

**WHEREAS**, the best interest of the City of Jackson would be served by ratifying the payment made for the September 2024 earned premium and authorizing the payment of the premiums earned for October, November and December 2024 so that the policy may continue in force for the plan year which commenced on January 1, 2025 and not be cancelled.

**IT IS, HEREBY ORDERED** that the premium earned and paid to MetLife in the amount of \$6,704.57 be ratified.

**IT IS, HEREBY ORDERED** that the sum not to exceed \$20,552.37 may be tendered to MetLife for premiums earned for the months of October, November, and December 2024.

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

Yeas – Banks, Clay, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell and Stokes.

\* \* \* \* \*

**ORDER RATIFYING GOODS AND SERVICES RECEIVED BY THE JACKSON  
POLICE DEPARTMENT FROM MOORE’S DRYWALL AND APPROVING  
PAYMENT OF INVOICES SUBMITTED BY MOORE’S DRYWALL.**

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

**WHEREAS**, the Jackson Police Department required the ceiling tile at the Jackson Police Department Precinct Three to be replaced; and

**WHEREAS**, Section (b) of Mississippi Code 31-7-13 states that “Purchases which involve an expenditure of more than Five Thousand Dollars (\$5,000.00) but not more than Seventy-Five Thousand Dollars (\$75,000.00), exclusive of freight and shipping charges may be made from the

lowest and best bidder without publishing or posting advertisement for bids, provided at least two (2) competitive written bids have been obtained; and

**WHEREAS**, The Jackson Police Department received quotes from two vendors to replace the ceiling tile at Jackson Police Department Precinct Three:

QUOTE 1: Nicholas Acoustics, P.O. Box 4586, Jackson, MS 39296 submitted a quote in the amount of \$19,662.00

QUOTE 2: Moore’s Drywall, located at 100 Easthaven Dr., Clinton, MS 39056 submitted a quote in the amount \$17,796.39; and

**WHEREAS**, the quote submitted by Moore’s Drywall is the lowest and best bid; and

**WHEREAS**, the goods and services to replace the ceiling tiles was contracted to Moore’s Drywall, 100 Easthaven Dr., Clinton, MS 39056; and

**WHEREAS**, the final cost remained at the same pricing quoted by Moore’s Drywall, and the invoice remains unpaid:

Invoice Date	Invoice Number	Service	Amount
02-03-2025	1102-1	Replacement Tile	\$17,796.39
<b>Total</b>	<b>1 Invoice</b>		<b>\$17,796.39</b>

**WHEREAS**, the City of Jackson's best interest would be served by payment of the invoices for goods and services provided and payment will ensure future goods and services can be procured.

**IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED** that the sum of \$17,796.39 be paid to Moore’s Drywall for the invoiced services and goods.

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

Yeas – Banks, Clay, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell and Stokes.

\*\*\*\*\*

**ORDER RATIFYING GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM EFFICIENT POWER AND LIGHT AND APPROVING PAYMENT OF INVOICES SUBMITTED BY EFFICIENT POWER AND LIGHT.**

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

**WHEREAS**, the Jackson Police Department required lighting at Jackson Precinct Three to be replaced; and

**WHEREAS**, Section (b) of Mississippi Code 31-7-13 states that “Purchases which involve an expenditure of more than Five Thousand Dollars (\$5,000.00) but not more than Seventy-Five Thousand Dollars (\$75,000.00), exclusive of freight and shipping charges may be made from the lowest and best bidder without publishing or posting advertisement for bids, provided at least two (2) competitive written bids have been obtained; and

**WHEREAS**, the Jackson Police Department received quotes from two vendors to replace lighting at Jackson Police Department Precinct Three:

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QUOTE 1: Astro, LLC, P.O. Box 9625, Jackson, MS 39286 submitted a quote in the amount of \$46,982.00.

QUOTE 2: Efficient Light and Power, located at 105 Avalon Court, Brandon, Mississippi 39047 submitted a quote in the amount \$39,161.00.

**WHEREAS**, of that total amount, \$15,000.00 is paid by the Program Share with Entergy Small Business Solutions, P.O. Box 8111, Baton Rouge, LA 70891 and \$24,161.00 is paid by customer; and

**WHEREAS**, the quote submitted by Efficient Light and Power was deemed the lowest and best bid; and

**WHEREAS**, the goods and services to replace the lighting was contracted to Efficient Light and Power, located at 105 Avalon Court, Brandon, Mississippi 39047; and

**WHEREAS**, the customer shares due for payments remained at the same pricing quoted by Efficient Light and Power remains unpaid:

Invoice Date	Invoice Number	Service	Amount
01-20-2025	3347	Replacement Lighting	\$24,161.00
<b>Total</b>	<b>1 Invoice</b>		<b>\$24,161.00</b>

**WHEREAS**, the City of Jackson's best interest would be served by payment of the invoices for goods and services provided and payment will ensure future goods and services can be procured.

**IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED** that the sum of \$24,161.00 be paid to Efficient Light and Power for the invoiced services and goods.

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

Yeas – Banks, Clay, Foote, Hartley and Lindsay.

Nays – None.

Absent – Grizzell and Stokes.

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**ORDER RATIFYING THE MAYOR'S EXECUTION OF AN AGREEMENT  
BETWEEN THE JACKSON POLICE DEPARTMENT AND POWERDMS  
DIGITAL MANAGEMENT SOFTWARE FOR A RENEWAL SUBSCRIPTION  
TERM OF TWELVE (12) MONTHS.**

**WHEREAS**, the City of Jackson Police Department (JPD) uses its General Orders as the rules and regulations to govern its employees and the JPD conducts training on said General Orders; and

**WHEREAS**, PowerDMS provides digital management software for policy and compliance management platforms. Also, PowerDMS provides a training solution to create, track, and deliver training content online; and

**WHEREAS**, Section 31-7-13(a) of the Mississippi Code Annotated, as amended, permits purchases less than Five Thousand Dollars (\$5,000.00) to be made without advertising or otherwise requesting competitive bids; and

**WHEREAS**, the JPD has held a contract with PowerDMS since 2022; and

**WHEREAS**, the JPD seeks to continue through renewal of its contract with PowerDMS; and

**WHEREAS**, PowerDMS will provide this software to the JPD for a subscription term of twelve (12) months for a sum of \$4,589.10, a prepaid subscription, which started December 30, 2024 and ends December 29, 2025; and

**WHEREAS**, the JPD has budgeted and has sufficient funding to pay the said subscription term in its general fund; and

**WHEREAS**, JPD requests authority to renew its contract pursuant to the Terms and Conditions and the Purchase Order attached to the Terms and Conditions, Exhibit "D", and incorporated fully by reference thereto and herein; and

**WHEREAS**, all provisions in the Terms and Conditions are to the extent permitted by Mississippi law, regardless of whether the limitation is explicitly stated in a provision; and

**WHEREAS**, regarding the Terms and Conditions, Clauses 13, 14, and 15, and the non-negotiable Exhibits A-F, the City cannot enter into a contract that limits warranty of merchantability or any other common law warranty or damages, nor a contract that indemnifies the other party; the state and its political subdivisions are governed by constitutional constraints, including the prohibition against diminishing or relinquishing an obligation or claim held or owned by the state as set forth in MS Const. Art. 4 Section 100. MS AG Op., Clark (June 7, 2002); MS AG Op., Chamberlin (Oct 18, 2002); and

**WHEREAS**, pursuant to the Terms and Conditions, Clause 4, Professional Services, the JPD does not have professional services tied to its purchase and so Exhibit "A" is inapplicable; and

**WHEREAS**, pursuant to the Terms and Conditions, Clause 5(a), Fees, in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated Section 31-7-301, *et seq.*, as amended, generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The City is exempt from the payment of taxes. The purchase is a prepaid subscription but no payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the City will hold the Company responsible and liable for full performance after the invoice date, unless specifically agreed otherwise, which the City agrees to pay within forty-five (45) days; and

**WHEREAS**, pursuant to the Terms and Conditions, Clause 10(f), the City has the ability to export any or all content at any time up to 90 days after the expiration of the Agreement. Policies can be exported in their original, editable format through a simple bulk export feature by those with appropriate administrative rights, extracting the file in the same format the City originally uploaded to NEOGOV (Word, PowerPoint, Excel, etc.). In the 90-day period post termination, PowerDMS/NEOGOVS has confirmed it will assist the City with this bulk export as the City would be unable to login anymore.

**IT IS, HEREBY ORDERED** that the City of Jackson is authorized to enter into an Agreement and to execute an Order Form to pay PowerDMS \$4,589.10 for a renewal subscription term of twelve (12) months, which started December 30, 2024 and ends December 29, 2025.

**EXHIBIT A**



Exhibit A  
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provisions of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

- 1. Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
- 2. Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
- 3. Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(d) and the indemnification provisions included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
- 4. Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws. Customer is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. §25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008. If a public records request is made for any information provided to NEOGOV pursuant to the Agreement, NEOGOV shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 5. Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchase by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, reseller, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases



Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity



Exhibit B  
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.nogov.com/resources/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

- 1. Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these user shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
- 2. Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
- 3. Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
- 4. Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.nogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or decrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
- 5. Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under their current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
- 6. Payment of Open API.** In the event license fees or other payments are not used in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

EXHIBIT C

Document Envelope ID: F1B48B2A-5690-4E37-83F0-90A340698A1F



Exhibit C  
PROFESSIONAL SERVICES ADDENDUM

1. DEFINITIONS.

"NEOGOV Intellectual Property" shall have the meaning set forth in the Agreement.

2. PROFESSIONAL SERVICES PROVISIONS.

2.1 Description of Professional Services. NEOGOV will provide the professional services to Customer as described in the applicable Order Form and/or Statement of Work which may include the following: training, set-up, implementation, insight consultation, and/or assessment of and best practices concerning the SaaS Applications ("Professional Services"). Professional Services for initial product implementation or new user training purchased by a new Customer must be utilized within ninety (90) days of the Go-Live date for such products. Training and assessment services purchased by Customer after the Go-Live date must be used within ninety (90) days of the applicable Order Form or SOW, provided that for training related to insight assessment the training hours must be used within ninety (90) days of the assessment completion date.

2.2 Customer's Obligations. Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOGOV to perform the Professional Services (collectively, "Customer Cooperation"). Customer acknowledges that NEOGOV's ability to provide Professional Services as set forth herein may be affected if Customer does not provide Customer Cooperation.

2.3 Project Management. Each party shall designate a project manager who shall work together with the other party's project manager to facilitate the efficient delivery of the Professional Services.

2.4 Change Order. In order to change the description of Professional Services under a Statement of Work, Customer will submit a written request to NEOGOV specifying the proposed changes in detail and NEOGOV will provide an estimate of the changes and anticipated changes in the delivery schedule that will result from the proposed change. NEOGOV will continue performing the Professional Services in accordance with this Addendum and the applicable Statement of Work until the parties agree in writing on the change in scope of work, scheduling, and fees. NEOGOV shall not be responsible for delays in the performance of the Services resulting from such change order.

2.5 Proprietary Rights. NEOGOV shall own and retain all right, title and interest in and to the NEOGOV Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOGOV Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOGOV grants to Customer, for Customer's internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOGOV Intellectual Property solely in connection with Customer's use of the services; provided, however, that the foregoing license does not include the right to modify, reverse engineer or otherwise alter the NEOGOV Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOGOV in the Statement of Work.

2.6 Warranty. NEOGOV warrants for 90 days from the performance of any Professional Services by NEOGOV that such Professional Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to NEOGOV during the relevant warranty period, and Customer's exclusive remedy and NEOGOV's entire liability for any breach of such warranty shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services as warranted, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

2.7 Acceptance. Customer must notify NEOGOV in writing within ten days of the delivery of the Professional Services that Customer believes such Professional Services are nonconforming, otherwise such Professional Services will be deemed to have been accepted by Customer. Customer's exclusive remedy and NEOGOV's entire liability for any nonconformance of the Professional Services shall be the reperformance of the nonconforming Professional Services, or if NEOGOV is unable to perform the Professional Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Professional Services.

3. PAYMENT PROVISIONS.

3.1 Fees. Professional Services shall be provided under this Addendum at the rates set forth in the applicable Statement of Work or Order Form.

3.2 Payment Type. Unless otherwise stated in an applicable Order Form or Statement of Work, the Professional Services are provided on a fixed fee basis. Customer shall pay NEOGOV the fees stated in the applicable Statement of Work or Order Form plus all pre-approved travel and living expenses ("Expenses").

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, FEBRUARY 25, 2025 10:00 A.M.**

943

**EXHIBIT D**

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Exhibit D



1 800.749.5104  
2120 Park Pl, Suite 100  
El Segundo, CA 90248



Account/Order		Order Details	
Account Number:	A025914	Order #:	Q-712917
Customer:	Jackson Police Department (MS)	Valid Until:	12/30/2024
Employee Count:	323		
Sales Rep:	Salesforce Administrator		

Customer Contact		Shipping Contact	
Billing Contact:	Jackson Police Department (MS) Michael Outland	Shipping Contact:	Jackson Police Department (MS) Michael Outland
Billing Address:	327 E Pascagoula St Jackson, MS 39205	Shipping Address:	327 E Pascagoula St Jackson, MS 39205
Billing Contact Email:	moutland@city.jackson.ms.us	Shipping Contact Email:	moutland@city.jackson.ms.us
Billing Phone:	(601) 960-1689	Shipping Phone:	(601) 960-1689

Payment Terms		Notes	
Payment Term:	NET 60	Notes:	1-5 user limit
PO Number:			
Subscription Service:			

**December 2024**

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	12/30/2024	12/29/2025	9	\$3,474.62
A policy and compliance management platform that lets you create, edit, or delete content from a secure, cloud-based site. Included are key features such as automate workflows, signature capture and tracking, role-by-role comparison, Public-facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerTraining	Recurring	12/30/2024	12/29/2025	9	\$164.48
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.					
PowerSTANDARDS for MSLEAC	Recurring	12/30/2024	12/29/2025	1	\$950.00
Attach proofs to ensure compliance with MSLEAC Standard, assign assessment tasks, track revisions, and status-based grading.					
MSLEAC Manual (MS LE)	Recurring	12/30/2024	12/29/2025	1	\$0.00
View Standards Manual electronically.					
<b>December 2024 TOTAL:</b>					<b>\$4,589.10</b>

This price does NOT include any sales tax. Total in USD

**Additional Terms and Conditions**

**Payment Terms:** All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV)

**Terms & Conditions:** This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuhit, Inc., Ragnosoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/terms-and-conditions>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition**

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1 800 769 5104  
2120 Park Pl. Suite 100  
El Segundo, CA 90245



Accepted and Agreed By Authorized Representative of  
Jackson Police Department (MS)

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.  
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND  
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.

EXHIBIT E

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Exhibit E  
Data Processing Addendum

This Data Processing Addendum ("DPA") supplements and forms part of the NEOGOV Services Agreement or other written or electronic agreement between NEOGOV and Customer for the purchase of online services from NEOGOV (hereinafter defined as "Services") (the "Services Agreement"). Any references to the Services Agreement will be construed as including this DPA. All capitalized terms not defined herein shall have the meaning given to them in the Services Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Protection Laws and Regulations" means, to the extent applicable: (a) the UK Data Protection Act 2018 and UK General Data Protection Regulation 2018 ("UK GDPR"); (b) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"); (c) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq., including its effective amendments and regulations (herein "California Consumer Privacy Act" or "CCPA"); (d) the Swiss Federal Act on the Protection of Data ("FADP") and (e) any other legally-binding data protection laws, rules, regulations, or implementing legislation applicable to NEOGOV's processing of Customer Personal Data, in each case, to the extent applicable to NEOGOV's Processing of Personal Data under the Services Agreement.

"Data Subject" means, as applicable, the identified or identifiable natural person to whom Personal Data relates as defined by Data Protection Laws and Regulations.

"NEOGO Group" means NEOGOV and its Affiliates engaged in the Processing of Personal Data under the Services Agreement.

"Personal Data" means any information relating to an identified or identifiable Data Subject where such information is provided to Processor by or on behalf of Controller, and maintained on behalf of, Controller by Processor within its Services environment, and is the type of information protected as "personal data" under Data Protection Laws and Regulations.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Standard Contractual Clauses" means the standard contractual clauses for Processors annexed to the European Commission's decision (EU) 2021/914 of June 4, 2021, as may be amended, updated, superseded or replaced from time to time for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor directly contracted by NEOGOV or a member of the NEOGOV Group to help NEOGOV provide the Services under the Services Agreement.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. Processing of Personal Data. To the extent NEOGOV Processes Personal Data on behalf of Customer, in connection with the Services Agreement, it shall do so in accordance with the requirements of the Data Protection Laws and Regulations directly applicable to NEOGOV in the provision of its Services under the Services Agreement. The parties agree that with regard to the Processing of Personal Data by NEOGOV on behalf of Customer, Customer is the Controller, NEOGOV is the Processor and that NEOGOV and/or members of the NEOGOV Group will engage Sub-processors.

3. **Customer Responsibilities.** When using the Services, Customer shall Process Personal Data in accordance with Data Protection Laws and Regulations, including maintaining lawful basis (e.g., consent) and rights to use and provide Personal Data, as part of Customer Data. Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations and NEOGOV's Processing of Personal Data shall not cause NEOGOV to violate Data Protection Laws and Regulations. For avoidance of doubt, deidentified data is not considered Personal Data. Customer is solely responsible for the accuracy, quality, and legality of Personal Data. Customer will: (i) maintain a clear and conspicuous privacy policy that discloses the data collection and usage (including third party tracking technologies) resulting from the services and that complies with Data Protection Laws and Regulations, provided that the privacy policy will not need to expressly identify the services unless otherwise required by Data Protection Laws and Regulations; and (ii) honor all individual rights and opt-out requests as required by applicable Data Protection Laws and Regulations.
4. **NEGOV's Responsibilities.** NEOGOV shall treat Customer's Personal Data in a confidential manner, and shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Services Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Services Agreement. NEOGOV shall not "Sell" Personal Data or "Share" Personal Data for purposes of "Cross-Context Behavioral Advertising" (as such terms are defined in the CCPA). NEOGOV shall not retain, use, or disclose Personal Data (i) for any purpose other than business purposes specified herein (including retaining, using or disclosing the Personal Data for a commercial purpose other than the business purpose specified herein) or as otherwise permitted by the CCPA or (ii) outside of the direct business relationship between Customer and NEOGOV. NEOGOV certifies that it understands the restrictions described in this Section 4 and will comply with them in accordance with the CCPA.
5. **Data Protection Impact Assessments.** If, pursuant to Data Protection Laws and Regulations, Customer is required to perform a data protection impact assessment (or prior consultation with a regulator having appropriate jurisdiction), upon Customer's request, NEOGOV shall provide such relevant written documentation as is made available by NEOGOV pursuant to the DPA and the Services Agreement. Any additional assistance, should the written documentation specified in this Section be deemed insufficient, shall be subject to written agreement between the parties.
6. **Data Subject Requests.** If NEOGOV receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, or its right not to be subject to an automated individual decision making (a "Data Subject Request"), NEOGOV shall notify Customer or direct such Data Subject to Customer. NEOGOV shall assist Customer by appropriate technical and organizational measures, as is technically feasible and commercially reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.
7. **Security.** NEOGOV shall implement and maintain appropriate technical and organizational measures designed for protection of the security, confidentiality and integrity of Customer Data, taking into account the nature, scope, context, purpose of processing, and costs of implementation. NEOGOV regularly monitors compliance with these measures and will not materially decrease the overall security of the Services during a subscription term under the applicable Order Form and the Services Agreement.
8. **Sub-Processors; Objection.** Customer acknowledges that: (a) NEOGOV's Affiliates may be retained as Sub-processors, and (b) NEOGOV and its Affiliates may engage third-party Sub-processors in connection with the provision and operation of the Services under the Services Agreement. Sub-processors used as of the date of the DPA are specified in Annex III of Schedule 1 attached to the DPA. Prior to engaging any third-party Sub-processors, NEOGOV or a NEOGOV Affiliate shall carry out appropriate due diligence on each Sub-processor and enter into a written agreement with each Sub-processor containing data protection obligations substantially similar to those in the Services Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor. Customer may in good faith reasonably object to NEOGOV's use of a new Sub-processor by notifying NEOGOV promptly in writing within ten (10) days after NEOGOV's notice. Such notice shall explain the Customer's good faith, reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, NEOGOV will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the parties are unable to resolve such objection or NEOGOV is otherwise unwilling to resolve or make available such change within a reasonable period of time, Customer may terminate the applicable Order Form(s) with respect to those Services which cannot be provided by NEOGOV without the use of the objected-to new Sub-processor by providing written notice to NEOGOV.

9. Data Transfers

- a) **EU Data Transfers.** Customer acknowledges and agrees that Personal Data may be transferred outside European Union countries to countries recognized by the European Commission as countries where there is an adequate level of protection as updated from time to time ("Authorized Location"). During the term of the Services Agreement, the parties shall comply with the terms and conditions of the Standard Contractual Clauses (Controller to Processor, a current copy is attached hereto as Schedule 1, and the Standard Contractual Clauses are fully incorporated into this DPA. In the event Customer agrees to a transfer of Personal Data outside an Authorized Location, such transfer shall be subject to the execution between the Parties of the EU Standard Contractual Clauses or any other alternative mean validated by GDPR.
  - b) **UK Data Transfers.** In the event of a transfer of Personal Data outside of the UK that is not to an Authorized Location, the parties agree that the EU Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK International Data Transfer Agreement ("IDTA"), and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in this DPA.
  - c) **Swiss Data Transfers.** In the event of a transfer of Personal Data outside of Switzerland that is not to an Authorized Location, the parties agree the EU Standard Contractual Clauses are to be understood as references to the Swiss FADP insofar as the data transfers are subject exclusively to the Swiss FADP and not to the GDPR. The term "member state" in the EU Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU Standard Contractual Clauses. Under Annex I(C) of the EU Standard Contractual Clauses (Competent supervisory authority) Where the transfer is subject exclusively to the Swiss FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner, and Where the transfer is subject to both the Swiss FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the Swiss FADP, and the supervisory authority is as set forth in the EU Standard Contractual Clauses insofar as the transfer is governed by the GDPR.
  - d) **Other Data Transfer Mechanism.** For the avoidance of doubt, should the transfer mechanism specified in this Section 9 be deemed invalid by a regulator or court with applicable authority, the parties shall endeavor in good faith to negotiate an alternative mechanism (if available) to permit the continued transfer of Personal Data.
- 10 **Data Export; Deletion.** Upon written request, NEOGOV shall return Customer Data or direct Customer to self-service export, if available and subject to technical feasibility, and/or, to the extent allowed by Data Protection Laws and Regulations or legal obligation, to protect its rights, or copies held in its back up systems solely for disaster recovery systems, delete and make irretrievable Customer Data.
- 11 **Incident Notice.** NEOGOV maintains incident management policies and procedures, and shall notify Customer, without undue delay, of any breach of its security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in connection with NEOGOV's provision of Services under the Services Agreement and of which NEOGOV becomes aware and which requires notification to be made to Customer, a Supervisory Authority and/or Data Subject under Data Protection Laws and Regulations (a "Breach Incident"). "Breach Incident(s)" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, and other network attacks on firewalls or networked systems. NEOGOV shall make reasonable efforts to identify the cause of such Breach Incident and take those steps as NEOGOV deems necessary and reasonable in order to remediate the cause of such a Breach Incident to the extent the remediation is within NEOGOV's reasonable control. Additionally, upon request, NEOGOV shall provide Customer with relevant information about the Breach Incident, as reasonably required to assist the Customer in ensuring Customer's compliance with its own obligations under Data Protection Laws and Regulations to notify any Supervisory Authority or Data Subject in the event of a Breach Incident. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users or any non-NEGOV products or services.
- 12 **Liability Limits.** Each party's and all of its Affiliates' liability, in the aggregate, arising out of or related to this DPA and NEOGOV, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Services Agreement, and any reference to the liability of a party means the total liability of that party and all of its Affiliates under the Services Agreement and all DPAs together.
- 13 **Legal Effect and Conflict.** This DPA shall become legally binding between Customer and NEOGOV upon execution of the Services Agreement. Once effective, this DPA shall be incorporated into and form part of the

3

Services Agreement or applicable Order Form. For matters not addressed under this DPA, the terms of the Services Agreement apply. In the event of a conflict between the terms of the Services Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will control.

14 List of Schedules:

Schedule 1: Standard Contractual Clauses

Schedule 1 - Standard Contractual Clauses

EUROPEAN COMMISSION

Brussels, 4.6.2021  
C(2021)3972 final ANNEX

ANNEX

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

*Purpose and scope*

- a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)<sup>1</sup> for the transfer of personal data to a third country.
- b. The Parties:
  - i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and
  - ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter "Clauses")

- c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B
- d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

*Effect and invariability of the Clauses*

- a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

*Third-party beneficiaries*

- a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
  - i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - ii. Clause 8 - Module Two: Clause 8 1(b), 8 8(a), (c), (d) and (e);
  - iii. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e);
  - iv. Clause 12 - Module Two: Clause 12(a), (d) and (f).

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- v. Clause 13.
  - vi. Clause 15 1(c), (d) and (e);
  - vi. Clause 16(e).
  - vii. Clause 18 - Module Two: Clause 18(a) and (b).
- b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

**Clause 4**  
*Interpretation*

- a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

**Clause 5**  
*Hierarchy*

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

**Clause 6**  
*Description of the transfer(s)*

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex 1 B.

**Clause 7 - Options**  
*Docking clause*

- a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex 1 A.
- b. Once it has completed the Appendix and signed Annex 1 A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex 1 A.
- c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

**SECTION II - OBLIGATIONS OF THE PARTIES**

**Clause 8**  
*Data protection safeguards*

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organizational measures, to satisfy its obligations under these Clauses.

**MODULE TWO: Transfer controller to processor**

**8.1 Instructions**

- a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

### 8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I B, unless on further instructions from the data exporter.

### 8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the content or exercise further rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

### 8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

### 8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(e).

### 8.6 Security of processing

- a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties

shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and as far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- c. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

#### 8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I B.

#### 8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union<sup>6</sup> (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if

- i. the onward transfer is to a country benefiting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

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Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

#### 8.9 Documentation and compliance

- a. The data importer shall promptly and accurately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

#### Clause 9 Use of sub-processors

#### MODULE TWO: Transfer controller to processor

- a. **OPTION 2: GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.<sup>9</sup> The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- c. The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

#### Clause 10 Data subject rights

#### MODULE TWO: Transfer controller to processor

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- a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2018/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11  
Redress

- a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

MODULE TWO: Transfer controller to processor

- b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13.
  - ii. refer the dispute to the competent courts within the meaning of Clause 18.
- d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2018/679.
- e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12  
Liability

MODULE TWO: Transfer controller to processor

- a. Each Party shall be liable to the other Parties for any damages it causes the other Parties by any breach of these Clauses.
- b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2018/679 or Regulation (EU) 2018/1725, as applicable.
- d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Parties that part of the compensation corresponding to its / their responsibility for the damage.
- g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13  
Supervision

MODULE TWO: Transfer controller to processor

- a. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679. The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I C, shall act as competent supervisory authority.
- b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III - LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14  
*Local laws and practices affecting compliance with the Clauses*

MODULE TWO: Transfer controller to processor

- a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
  - i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient, the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - ii. the laws and practices of the third country of destination - including those requiring the disclosure of data to public authorities or authorising access by such authorities - relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>12</sup>;
  - iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). The data exporter shall forward the notification to the controller.
- f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, if appropriate in consultation with the controller.

- g. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

*Obligations of the data importer in case of access by public authorities*

**MODULE TWO: Transfer controller to processor**

**16.1 Notification**

- a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if:
- i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer. The data exporter shall forward the notification to the controller.
- b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authorities, whether requests have been challenged and the outcome of such challenges, etc.) The data exporter shall forward the information to the controller.
- d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

**16.2 Review of legality and data minimisation**

- a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(b).
- b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. The data exporter shall make the assessment available to the controller.

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- c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

**SECTION IV – FINAL PROVISIONS**

**Clause 16**

*Non-compliance with the Clauses and termination*

- a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - ii. the data importer is in substantial or persistent breach of these Clauses, or
  - iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.
- In these cases, it shall inform the competent supervisory authority and the controller of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- d. Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply, or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

**Clause 17**

*Governing law*

MODULE TWO: Transfer controller to processor

OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland (specify Member State).

**Clause 18**

*Choice of forum and jurisdiction*

MODULE TWO: Transfer controller to processor

- a. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- b. The Parties agree that those shall be the courts of Ireland (specify Member State).
- c. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- d. The Parties agree to submit themselves to the jurisdiction of such courts.

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<sup>1</sup> Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...]

<sup>2</sup> This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that the process is irreversible.

<sup>3</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

<sup>4</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

<sup>5</sup> See Article 28(4) of Regulation (EU) 2016/679 and, where the controller is an EU institution or body, Article 29(4) of Regulation (EU) 2018/1725.

<sup>6</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purposes of these Clauses.

<sup>7</sup> This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the

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purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.

<sup>8</sup> This requirement may be satisfied by the sub-processor according to these Clauses under the appropriate Module, in accordance with Clause 7.

<sup>9</sup> This requirement may be satisfied by the sub-processor according to these Clauses under the appropriate Module, in accordance with Clause 7.

<sup>10</sup> That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

<sup>11</sup> The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

<sup>12</sup> As regards the impact of such laws and practice on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that the information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

#### APPENDIX

##### EXPLANATORY NOTE

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can (be) achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

**A. LIST OF PARTIES**

Data exporter(s): The entity identified as "Customer" in the DPA or Services Agreement

Data importer(s): Governmentjobs.com, Inc. (D/B/A NEOGOV), parent company of PowerDMS, Inc., Cusht, Inc., Regnssoft LLC (D/B/A PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEGOV")

1. Name: NEOGOV  
2120 Park Place, Suite 100, El Segundo, CA 90245

Contact: Anung Ojha, CISO and contact details: Tel: 310-426-6304 Fax: 310-426-6306  
[privacy@governmentjobs.com](mailto:privacy@governmentjobs.com)

Activities relevant to the data transferred under these Clauses: NEOGOV provides cloud-based human resource and public safety software services and support solutions which process Personal Data upon the written instruction of the data exporter in accordance with the terms of the Services Agreement and this DPA.

Role (controller/processor): processor

**B. DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers, business partners, prospects, vendors, job applicants, employees, agents, advisors, freelancers, or contact persons of data exporter (who are natural persons), as well as employees or contact persons of all of the foregoing
- Any other users (who are natural persons) authorized by data exporter to use the SCC Services

*Categories of personal data transferred*

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data
- Driver's license, social security number, other government identifiers
- Address
- Work and education history
- Age
- Signature

*Sensitive data transferred (if applicable) and applicable restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

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• Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)*

Transfer is continuous

*Nature of the processing*

Collecting, storing, deleting, altering, transferring and other processing as set forth in the agreement between the data exporter and data importer or data importer's affiliate for the provision of data importer's cloud-based human resource and public safety software services and support solutions, and related support, maintenance, implementation and training services

*Purpose(s) of the data transfer and further processing*

The objective of Processing of Personal Data by data importer is in furtherance of servicing the Customer, as well as the performance and operation of the SCC Services pursuant to the Services Agreement

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

Duration of the processing shall correspond to the duration of the Services Agreement except where otherwise required by applicable law or legal obligation, or for NEOGOV to protect its rights or those of a third party

*For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing*

When sub-processors are involved (see list provided), transfer is limited to transfer necessary for the performance of the agreement, and for its duration

### **C. COMPETENT SUPERVISORY AUTHORITY**

**MODULE TWO: Transfer controller to processor**

*Identify the competent supervisory authority/ies in accordance with Clause 13, and where possible, select the Irish Data Protection Commission.*

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**ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

MODULE TWO: Transfer controller to processor

**EXPLANATORY NOTE:**

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons*

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of any Personal Data uploaded to the SCC Services or otherwise maintained on behalf of data exporter (as Data Controller). Data importer reserves the right to update the security controls from time-to-time, provided that at no time shall data importer materially and to the adverse impact of data exporter, decrease the overall security of the SCC Services during a subscription term.

**Measures in place**

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products

*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter*

**ANNEX III – LIST OF SUB-PROCESSORS**

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

The controller has authorized the use of the following sub-processors

<u>Sub-Processor</u>	<u>Use</u>	<u>NEOGOV or PowerDMS Products</u>
Amazon Web Services	Compute, storage, email sending from in app	PowerDMS
Google	Customer communications, analytics	AI
Salesforce	Sales process and customer service	AI
GuideCS	Implementation	AI

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Docebo	Implementation, training	PowerDMS
Gainsight	Analytics	AI
DataDog	Application health monitoring	PowerDMS
AppDynamics	Application health monitoring	NEOGOV
MailGun	Outbound email service	NEOGOV
Twilio	Outbound email and text messaging	PowerDMS
Azure Commercial Cloud	Computer and storage	NEOGOV

EXHIBIT F

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**Exhibit F**  
NEOGOV AI Addendum

This Addendum applies only to the AI Tools provided to Customer by NEOGOV as part of the Services. For purposes of this Addendum, "AI Tools" means large language models (LLMs) or other machine learning or artificial intelligence features of Services. The following terms ("AI Terms") are hereby added to and incorporated in the terms of the most recently published NEOGOV Services Agreement available at: <https://www.neogov.com/service-specifications> (the "Agreement"). Capitalized terms not defined in AI Addendum have the meanings given in the Agreement.

1. Use of AI Tools. Customer may submit Customer Data (including in the form of prompts or queries) to AI Tools ("Inputs") and receive outputs from the AI Tools ("Outputs"). Customer's use of AI Tools are optional and NEOGOV shall disclose the use of any AI Tools in each Service.
2. Warranties and Disclaimers.
  - a. Due to the nature of the AI Tools, NEOGOV does not represent or warrant that (a) Output will be accurate, complete, or current, (b) Output will be unique to Customer as NEOGOV may generate the same or similar output to NEOGOV's other customers due to the nature of generative AI, (c) Output will not incorporate or reflect third-party content or materials, or (d) Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Output shall be excluded from NEOGOV's indemnification obligations under Section 14(h) of the Agreement.
  - b. Outputs are generated through machine learning processes and are not independently verified by NEOGOV and are not guaranteed to be accurate, complete or current by NEOGOV. NEOGOV disclaims all liability in connection with any errors, inaccuracies or omissions in connection with the Outputs. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Output is suggestive in nature only and must be critically assessed by Customer using human review for accuracy and applicability. Customer is solely responsible for its input and use of the Output and may elect not to utilize the AI Tools as part of the Services. The warranty disclaimers and limitations of liability in the Agreement for the Services apply to the AI Tools.
3. Customer's Usage. When customer uses AI Tools, Output shall be Customer Data. Customer is solely responsible for the development, content, operation, maintenance, use and delivery of its Inputs and Customer Data. Without limiting any restrictions on use of the Services in the Agreement, Customer will not and will not permit anyone else to: (a) use the AI Tools or any Output to infringe any third-party rights, (b) use the AI Tools or any Output to develop, train or improve any AI or ML, (c) represent any Output as being approved or vetted by NEOGOV, (d) represent any Output as being an original work or a wholly human-generated work, (e) use the AI Tools for purposes or with effects that are discriminatory, harassing, harmful or unethical, (f) use the AI Tools in violation of any applicable law, including laws regarding data privacy and automated decision making technologies, and (h) use the AI Tools for any impermissible purposes including employment decisions.
4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will prevail with respect to the use of any AI Tools.

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

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

**Note:** Vice President Grizzell returned to the meeting during the discussion.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE LEASE AGREEMENT WITH I-55 MANAGEMENT, LLC AND I-55 MANAGEMENT T, LLC TO COVER THE COST OF IMPROVEMENTS TO THE FACILITY FOR THE JACKSON POLICE DEPARTMENT, PRECINCT FOUR'S OPERATIONS.**

WHEREAS, on August 27, 2024, the Mayor executed a lease with I-55 Management LLC, with its principal office at 1200 Meadowbrook Road #17, Jackson, MS 39211, and I-55 Management T, LLC, with its principal address at 4785 Old Canton Road, Jackson, MS 39211, (collectively "Landlord") to make improvements at 5469 I-55 North Frontage Road, Jackson, MS 39206 for the benefit of the Jackson Police Department: and

WHEREAS, the Jackson Police Department (Tenant) proposes to enter into an addendum to the Lease Agreement to improve the subject premises, as follows:

- (1) Paint the interior of the office area.
- (2) Pressure wash exterior concrete arches and other surfaces where needed.
- (3) Mark as "reserved" the twenty-two (22) parking spaces north of the entrance to the Premises and four (4) at the area of the gate.
- (4) Install Tenant's Sign, as defined below, on the pylon sign in the parking lot.
- (5) Remove the existing chain link fence from the north and west sides of the paved area in front of the Premises. Landlord shall not remove the chain link fence used by Northern Tool on the east side the paved area in front of the Premises.
- (6) The Improvement in accordance with the Exhibit A annexed hereto and made a part hereof.

**WHEREAS**, the City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of the Lease Agreement. Invoice for the monthly payment of the cost of Improvements shall be submitted immediately upon execution of this Addendum and shall be paid within forty-five (45) days of receipt. All invoices for the cost of Improvements shall be submitted thereafter shall be paid by Tenant on or before the fifteenth (15<sup>th</sup>) day of each month, without offset or deduction; and

**WHEREAS**, Tenant shall pay the cost of Improvements to the Landlord in monthly installments commencing on the execution of this Addendum and continuing on the fifteenth (15<sup>th</sup>); and

**WHEREAS** the Landlord shall notify Tenant once an improvement is completed. Tenant reserves the right to inspect the Premises within fifteen (15) days) after an improvement is completed. If Tenant identifies any material defects in Landlord's work, then Tenant shall have the right to notify Landlord of such material defects within ten (10) days after the inspection. If Tenant timely notifies Landlord of such defects and Landlord fails to cure the defects within sixty (60) days after Landlord's receipt of notice, then Tenant shall have the right to terminate the Lease so long as (a) Tenant exercises its termination right within fifteen (15) days after the sixty (60) day deadline, and (b) Tenant repays to Landlord all of the cost of Improvements as set forth in Exhibit A, on or before the date that Tenant elects to terminate the Lease. If Tenant fails to timely exercise its right to terminate the Lease or fails to timely repay to Landlord all of the cost of Improvements required in the foregoing sentence, then the Lease shall remain in full force and effect, and Tenant shall be deemed to have waived its right to terminate the Lease, and the Term shall commence; and

**WHEREAS**, Landlord shall pay in an amount not to exceed \$150,000.00 for the construction of the Improvements. The total cost of the Improvements shall be reimbursed to the Landlord across the term of the lease.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the Addendum to the Lease Agreement with I-55 Management, LLC and I-55 Management T, LLC, to make improvements at 5469 I-55 North Frontage Road, Jackson, MS 39206 for the benefit of the Jackson Police Department.

**IT IS, FURTHER ORDERED** that the Jackson Police Department shall pay in an amount not to exceed \$150,000.00 for the construction of the Improvements. The total cost of the Improvements shall be reimbursed to the Landlord across the term of the lease.

**EXHIBIT A**

Cost of Selected Quotes	
Contractors/Vendors	Cost
Jefcoat Fence Company, Inc.	\$1,836.00
Franklin Paving	\$3,352.00
Security & Integrated Systems Support, Inc.	\$13,473.30
Chico Leal	\$8,460.00
Doron Development Corp Inc.	\$63,354.88
J.L. Roberts Mechanical	\$27,300.00
<b>Total</b>	<b>\$117,776.18</b>

**Exhibit A**

includes 9% of J.L. Roberts quote as fee for being general contractor (\$60,811.88 + (\$27,300 x 0.09 x 1.035) = \$63,354.88).

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE PAYMENT FOR THE SUM OF \$17,850.00 TO YAMAHA GOLF FOR CARTS REPORTED MISSING FROM THE PETE BROWN GOLF COURSE (FORMERLY SONNY GUY) AND NOT RETURNED TO YAMAHA GOLF AFTER EXPIRATION OF LEASE M19010429.**

**WHEREAS**, the governing authorities for the City of Jackson accepted the bid of Yamaha Golf for the procurement of golf and utility carts on or about November 6, 2018, pursuant to Bid #98141-103018; and

**WHEREAS**, consistent with the acceptance of the bid, a contract was entered into with Yamaha Golf for the leasing of equipment for a term of forty-eight (48) months; and

**WHEREAS**, the subject lease was assigned the number M19010429 by Yamaha Golf; and

**WHEREAS**, an equipment schedule accompanied the subject lease; and

**WHEREAS**, the following cart numbers were listed on the equipment schedule: (1) JOK-0002164, (2) JOK-0002198, (3) JOK-0003143, (4) JOK-0003180, and (5) JOK-0003193; and

**WHEREAS**, on or about January 17, 2023, the governing authorities for the City of Jackson authorized an amendment to the subject lease which expired on December 28, 2022, for a period of eight (8) months commencing December 28, 2022, and ending July 28, 2023; and

**WHEREAS**, the amendment of the lease was necessary to ensure that carts were available for patrons pending delivery of new carts that were to be furnished by Yamaha Golf pursuant to a different procurement; and

**WHEREAS**, the January 17, 2023 action of the governing authorities is recorded in Minute Book 6W on pages 541-542; and

**WHEREAS**, the Department of Parks and Recreation confirms that the carts cited in this order as being listed on the equipment scheduled were delivered; and

**WHEREAS**, the Department of Parks and Recreation confirms that the carts were not returned to Yamaha Golf when the lease expired; and

**WHEREAS**, the Department of Parks and Recreation after searching for the carts contacted the Jackson Police Department and filed a report; and

**WHEREAS**, the Jackson Police Department assigned the report the following number: Case 24-09-08917; and

**WHEREAS**, Paragraph 7 of the subject lease with Yamaha specifically required the City of Jackson to furnish insurance for the equipment listed in the schedule and also required the City of Jackson to bear the risk of loss, theft, or destruction of the equipment; and

**WHEREAS**, a commercial policy of insurance was not procured; therefore, the City of Jackson became a self-insurer of the equipment and has an obligation to pay the fair market value of the equipment which was not returned to Yamaha Golf following the expiration of the lease; and

**WHEREAS**, the value of each cart reported missing is \$3,570.00; and

**WHEREAS**, Yamaha Golf-Car Company provided the City of Jackson with a letter on January 28, 2025, indicating that it determined the fair market value of the golf carts using the price for which it sold the carts that were returned; and

**WHEREAS**, the total amount owed to Yamaha Golf by the City of Jackson for the missing carts is \$17,850.00; and

**WHEREAS**, the best interest of the City of Jackson would be served by payment of the sum of \$17,850.00 consistent with Paragraph 7 of lease number M19010429.

**IT IS, HEREBY ORDERED** that the sum of \$17,850.00 may be paid to Yamaha Golf for the missing carts subject to Yamaha Golf releasing the City of Jackson from any additional claims arising out of the failure to return the carts.

**IT IS, ALSO, HEREBY ORDERED** that payment for these golf carts in the amount of \$17,850.00 be ratified and paid from account number 005.504.30-6487.

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

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**President Lindsay** recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

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**ORDER REQUESTING THE MAYOR'S EXECUTION OF A FACILITY USE AGREEMENT BETWEEN THE CITY OF JACKSON AND LEAVELL WOODS-SYKES BASEBALL ASSOCIATION INC. FOR THE NON-EXCLUSIVE USE OF CERTAIN BASEBALL FIELDS LOCATED AT LEAVELL WOODS PARK.**

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

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

**WHEREAS**, Leavell Woods-Sykes Association Inc. (Association) is a non-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the laws of the State of Mississippi on March 16, 1984; and

**WHEREAS**, the City of Jackson acknowledges Eric Barbour as the current President of the Association; and

**WHEREAS**, the Association would like to utilize the City's baseball fields located at Leavell Woods Park for practice and other baseball-related activities; and

**WHEREAS** the City of Jackson requires, and the Association has in place, a liability insurance policy with the City of Jackson listed as an additional insured and the Association agrees to maintain this insurance for the duration of the agreement; and

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

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

**WHEREAS**, the parties have reached an agreement concerning the use of the public municipal facilities located at Leavell Woods Park (Facility Use Agreement); and

**WHEREAS**, the Association shall have the non-exclusive use of certain baseball fields located at Leavell Woods Park from the date of the Mayor's execution of the Facility Use Agreement until and including December 31, 2025; and

**WHEREAS**, the City does not grant the Association exclusive of the Leavell Woods Park baseball fields and does not favor the Association over other similarly situated organizations or groups; and

**WHEREAS**, the Association agrees and understands that other similarly situated organizations or groups may be granted use of the baseball fields upon the same or similar terms as the Association's use; and

**WHEREAS**, the Association will not make permanent physical improvements to the facilities prior to obtaining written consent from the Director of the Department of Parks and Recreation; and

**WHEREAS**, the Association agrees that should any permanent physical improvements be agreed upon by the City and the Association, the Association shall make any such physical improvements in accordance with all applicable building, plumbing, gas, and electrical codes of the City and that any such improvements to the facilities shall thereafter become the property of the City; and

**WHEREAS**, the Association may charge and collect a reasonable admission fee for attendance to its baseball events which shall be used to cover the costs of the Association's personnel, participant uniforms, equipment, and other such expenses incurred by the Association in the operations of its baseball activities; and

**WHEREAS**, the Association shall arrange for the attendance and compensation of any referees and officials, or any other such person, for its baseball activities and shall ensure that any such personnel have the required certifications and/or qualifications to coach, officiate, and manage baseball games and activities; and

**WHEREAS**, the City may, at any time, enter the facilities to care for, inspect, or manage the same; and

**WHEREAS**, the City may, in its sole discretion, cut grass, repair, and perform maintenance at the facilities but has no contractual obligation to the Association to perform said work; and

**WHEREAS**, the Association expressly releases the City, its agents, officers, and employees from any claim(s) of damage, or actual damage, to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses, and losses incurred by the City because of the Association's performance, or non-performance, of this Agreement; and

**WHEREAS**, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party; and

**WHEREAS**, the Association shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title such that the Association

agrees that it shall not, on the grounds of race, color, age, sex, religion, handicap, or national origin, exclude a person from participation in its activities at the facilities; and

**WHEREAS**, it is of great value to the City of Jackson to have its children engaged in organized sporting/outdoor activities in that it provides benefits to the children's physical and mental health and assists in building camaraderie and the development of teamwork skills; and

**WHEREAS**, it is in the best interests of the City of Jackson for the Mayor to execute the Facility Use Agreement described in the Order above.

**IT IS, HEREBY ORDERED** that the Mayor is authorized to execute a non-exclusive Facility Use Agreement between the City and the Association for the use of baseball facilities located at Leavell Woods Park for a term running from the date of the Mayor's signature until and including December 31, 2025.

**IT IS, FURTHER ORDERED** that the Mayor is authorized to execute any document(s) needed to effectuate the above-described Facility Use Agreement.

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

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

Nays – None.

Absent – Stokes.

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**ORDER RATIFYING EMERGENCY PROCUREMENT OF A CHILLER FOR THE JTRAN ADMINISTRATION BUILDING FROM TRANE U.S., INC. D/B/A TRANE.**

**WHEREAS**, the chiller unit at the JTRAN Administration Building failed, causing temperatures in the building to become intolerably hot; and

**WHEREAS**, the Transportation Planning Division of the Department of Planning and Development requested that the Building Maintenance Division of the Department of Public Works make repairs to or replace the chiller at the JTRAN Administration Building; and

**WHEREAS**, the Building Maintenance Division determined that the chiller was beyond repair, no longer under warranty, and would need to be replaced; and

**WHEREAS**, pursuant to Section 31-7-13(k), of the Mississippi Code of 1972, as amended, the Mayor invoked the City's emergency procurement process due to the need to rent a temporary, portable chiller and replace the existing unit, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

**WHEREAS**, pursuant to the emergency procurement process, the Mayor has executed a contract with Trane for the purchase and installation of an air-cooled chiller for the JTRAN Administration Building for a total cost not to exceed \$192,477.00, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Trane for the purchase and installation of an air-cooled chiller to replace the failed chiller at the JTRAN Administration Building in an amount not to exceed \$192,477.00, a copy of which is attached to this Order and made a part of these minutes, is hereby ratified.



**Proposal**

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 90 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: City of Jackson  
Attn: Bobby Washington

Date: September 12, 2024

Job Name:  
City of Jackson - Jean Chiller replacement

Delivery Terms:  
Freight Allowed and Prepaid - F.O.B. Factory

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag @ Air - Air-Cooled Scroll (Qty: 2)**

Item	Tag(s)	Qty	Description	Model Number
A1	CH-1, CH-2	2	20-130 Ton Air-Cooled (CGAM)	CGAM020A2**3EXD2A1A3A1AX*A1A2B4000000XASA1D1100LXX

**All Units**

- Air-Cooled Scroll Packaged Chiller
- Startup included - Trane Service must start equipment for warranty to be honored
- 20 nominal tons
- 60 hertz
- 208 volt 3 phases
- Extra efficiency/performance
- Refrigerant Charge R-454B
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- ETL Listed to US/Canadian Safety Standard
- ASHRAE 90.1/CSA C745 - 2019 Compliance
- AHRI certified
- Factory installed flow switch
- Standard Cooling
- Grooved pipe connection
- Factory insulation 0.75"
- Wide Ambient
- Lanced aluminum line
- Across the line start/direct on line
- Single point connection main line unit power-ancillary items require other power
- Terminal block conn for incoming lines
- Enclosure Type UL 60335 Rated for Outdoor Applications
- BACnet MS/TP Interface
- Default A short circuit rating
- With water strainer factory installed
- Sound package
- Architectural louvered panels
- 10-yr whole unit parts only warranty (no refrigerant warranty coverage)
- 1-yr labor warranty

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, FEBRUARY 25, 2025 10:00 A.M.

City of Jackson-Trane Chiller replacement

September 12, 2024

**Notes/Clarifications:**

- Installation is to be performed during normal business hours
- Rigging and handling is included
- Owner training will be provided
- Equipment order release and services rendered are dependent on receipt of purchase order or sub-contract, as well as credit approval
- Trane will not perform any work if any jobsite conditions could endanger or put at risk the safety of our employees or sub-contractors
- Mississippi Contractor Tax is included

**Exclusions:**

- Maintenance agreement beyond Year 1 warranty period services
- Controls verification or modifications
- Test and balance -- this is recommended to verify that no waterflow issues are occurring. Trane recommends that City of Jackson make arrangements for these third party services via a separate contract.
- Repair, replacement of or modifications to any existing controls or equipment except as specifically noted in this proposal
- Any work not specifically addressed in this proposal
- Cost of payment, performance, or bid bonds
- Permit cost
- Participation in OCIP or CCIP insurance programs

Total Net Price (including MPC Tax) ..... \$ 100,077

Pricing for these line items is provided for reference only in project accounting:

Chillers Material Cost with Standard Factory Warranty ..... \$ 67,245  
 Extended Parts Only 10-yr Warranty ..... \$ 18,155

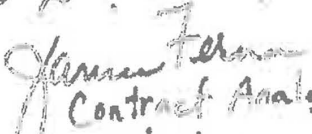
Tax Status: Taxable <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS. KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITE.S.COM/STATE_LINKS.HTM">WWW.TAXSITE.S.COM/STATE_LINKS.HTM</a> FOR TAX FORMS.
Exempt <input type="checkbox"/>	

Sincerely,

Jeremy Followell,  
 Account Manager-Services  
 Trane U.S. Inc.  
 851 Wilson Dr., Suite A  
 Ridgeland, MS 39157  
 E-mail: [Jeremy.Followell@trane.com](mailto:Jeremy.Followell@trane.com)  
 Office: 601-718-6758  
 Cell: 601-968-6820

City of Jackson, Mississippi

By:   
 Chelsea A. Luyck, Mayor

  
 Jermaine Ferman  
 Contract Analyst  
 10/16/24

This proposal is subject to your acceptance of the attached Trane terms and conditions.

The City of Jackson accepts the proposal conditioned upon agreement by the parties on the terms and conditions of the proposal and the warranties offered.

**TERMS AND CONDITIONS - COMMERCIAL INSTALLATION**

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.  
 1. Acceptance Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND AGREEMENT PRICES ARE SUBJECT TO PERIODIC CHANGES OR AMENDMENTS. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or otherwise stated in Company's order of shipment to Customer's terms and/or Company's order shall be deemed to constitute acceptance with the

City of Jackson-Jinn Chiller replacement

September 12, 2024

Proposed and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's quotation will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renege price and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

3. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.harsco.com/Products/Services/Terms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

4. **Title and Risk of Loss.** All equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon receipt of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

5. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, of sales, excise, use and other taxes legally assessed on the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificate evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an installment basis and any taxable labor/leisure do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other taxes and conditions of sale or any modification, Customer shall provide notification of absence for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, inflation, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

6. **Qualities from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes to be outside of the defined Work unless a written change order signed by Customer and Company.

7. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, vehicles to safely perform the Work in compliance with OSHA or state industrial safety regulations.

8. **Payment.** Customer shall pay Company's invoices within net 45 days of invoice date, per applicable state law. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any amount outstanding for more than 45 days (per applicable state law) a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorney's fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original jurisdiction and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

9. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will continue the equipment and service as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

10. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, collect, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remedy such reports at Customer's request.

11. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall accept the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-accept any and all accepted items as soon as Company informs Customer that all such accepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of accepted items shall take place within ten (10) days from the date when Company informs Customer that the accepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the accepted items, if applicable, has been completed.

12. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, taxes, and inspections necessary for proper performance and completion of the Work which are legally required when title from Company's subcontractors are received, regulatory review is completed, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, taxes and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. **Utilities During Construction.** Customer shall provide without charge to Company of water, fuel, and utilities required for performance of the Work.

14. **Connected or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (a) unknown or otherwise associated physical conditions that differ materially from those indicated on drawings, or (b) unknown physical conditions of an unexpected nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

15. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or other air quality issues involving mold/moisture/water/leak. Company does not accept liability for any claims, damages, losses, or expenses arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, assessment, cleanup, control, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the address and location of any Hazardous Materials in all areas where such Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or remove the Work site for the presence of Hazardous Materials.

City of Jackson-Jran Chiller replacement

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16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the occurrence of such Event of Force Majeure or (ii) be terminated upon 30 days' notice to Customer, in which event Customer shall pay Company for all work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company, without including the foregoing, "Event of Force Majeure" includes acts of God, acts of terrorism, war or the public enemy, flood, earthquakes, tornadoes, storms, fire, civil disturbances, pandemic, insurrections, riots, insurrection, disputes, labor strikes or material shortages, sabotage, material by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or issue in time the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company, and the requirements of any applicable government in any manner that directly either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or omissions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankruptcy or insolvency relief, or makes or proposes to make any payment or arrangement with creditors, or if any steps are taken for the winding up or other liquidation of Customer or the liquidator of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all work furnished in state and all damages sustained by Company including lost profit and overhead.

18. Indemnity. To the extent not prohibited by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, suits, expenses, damages and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or intentional acts of their respective employees or other authorized agents in connection with their activities under the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will survive the termination or expiration of this Agreement and shall extend to any claims based on facts or conditions that occurred prior to termination or expiration.

19. Limitation of Liability. ~~NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR REMOTE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST BONUS SAVINGS, OR LOST EMPLOYEES) INCLUDING CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE DIRECT OR INDIRECT, OR WHETHER THE CAUSE OF ACTION IS BASED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.~~

20. CONTAMINANTS LIABILITY  
The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are research and known. ~~IMMEDIATE PREVENTION AND OTHER EFFECTIVE MEASURES HAVE NOT BEEN IDENTIFIED TO PREVENT THE SPREAD OF COVID-19, INCLUDING THROUGH THE AIR IN CLOSED ENVIRONMENTS. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY PERSONAL INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITY, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, EMISSION, BURSTING, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITY") AND CUSTOMER HEREBY SPECIFICALLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITY.~~

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and fees arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit to protect infringement, Company shall promptly be notified and given full opportunity to designate a substitute. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the laborer involved is warranted to have been properly performed (the "Limited Warranty"). Items equipment sold on an uncrated basis is warranted in accordance with Company's standard warranty for applied equipment. Product manufactured by Company that includes required startup and to sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is substantially complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, laborer associated with the replacement of parts or equipment not according to the Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from the Limited Warranty include damage or failure arising from: wear and tear, corrosion, misuse, deterioration, Customer's failure to follow the Company-provided maintenance plan, negligent not required by Company, and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost equipment. Maintaining the keeping of warranties provided herein is subject to the terms and conditions of this Agreement. No warranty liability whatsoever shall attach to Company if the Work has been paid for in full and then said liability shall be limited to the extent of Company's cost to correct the defective Work under the purchase price of the equipment shown to be defective. Equipment, material and parts that are not manufactured by Company ("Third-Party Products") are not warranted by Company and have such warranties as may be indicated by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCTS AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATE, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITY, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHER TERMS FROM COURSES OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR STOPPING ANY VIRUS, BACTERIA, PARASITES, FUNGI, SPOROZOITES, OR ANY OTHER CONTAMINANTS INCLUDING COVID-19 OR ANY SIMILAR VIRUS (COLLECTIVELY, "CONTAMINANTS") WHETHER ENVELOPING OR IN CONNECTION WITH COMPANY'S, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR STOPPING OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INCLUDING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES HERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of covering the following coverage:  
Commercial General Liability \$2,000,000 per occurrence  
Automobile Liability \$2,000,000 CGL  
Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's customary additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as to all other claims, any applicable statute of limitation for suits or failure to sue shall commence to run, and any alleged cause of action accruing hereunder shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided herein, in the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, distribution of any substantive issue of law shall be according to the Federal common law of Government contracts as unmodified and applied by Federal judicial bodies and courts of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated

City of Jackson-Vern Charter replacement

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except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereto. If any term or condition of this Agreement is invalid, illegal or impossible of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the elements or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and have the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when completed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 709 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 29 U.S.C. Section 4313 and the applicable regulations contained in 41 C.F.R. Part 60-300 Executive Order 13498 and Section 29 CFR 471, appendix A to subpart A, regarding the rights of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company in the US Government. The Parties acknowledge that all terms or conditions entered and entered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "non-unique" supplies and that are contained in FAR 52.213-6 and 52.219-6 in its current and installation contracting business.

The following provision applies only to indirect sales by Company in the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory law cover provisions in effect on the date of the subcontract: 52.205-10; 52.206-21; 52.204-22; 52.210-0; 52.223-01; 52.223-10; 52.227-26; 52.223-34; 52.223-60; 52.225-28; 52.247-04. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, identity, and performance. Any false information submitted hereunder, Company will have no obligation to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies in Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the contract award, including but not limited to any communications related to Customer's ownership, identity or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian Tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a fully regulated enterprise and/or otherwise, for itself and for its agents, successors, and assigns: (1) hereby waives the limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, and liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of local court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's local court or any similar third forum, that Customer will not bring any action against Company in that court, and that Customer will not seek relief of any kind or direction of the local court (including or a ruling it is required to payment or other obligations under this Agreement). The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and associated networks security require Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS the Customer maintains ownership of the BAS and the associated network equipment. Except for any applicable security obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated network, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel;
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information;
3. Keep all network ports closed to any IP Addresses in the BAS;
4. Remove all unwanted network ports and IP Addresses in the BAS;
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access;
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN;
7. For any Trane services requiring remote site transfer and/or remote user access, configure the BAS and related hardware per instructions provided by Trane. This typically includes configuring Port 443 and associated hardware for outbound only;
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any on-site claims, repairs, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities under industry standards for cybersecurity are the sole responsibility of the Customer.

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September 1-20 251-10/22/21

COMMENTS

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada LLC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Customer" shall have the meaning set forth in the Agreement.

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**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperature, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data used for the purposes of this agreement. The names of users of Trane's control products or licensed applications shall not be Personal Data. If any such user chooses to use his/her name(s) in the created accounts with the control product (e.g., [trane@trane.com](mailto:trane@trane.com)), HVAC Machine Data may be used by Trane: (a) to provide better support services under products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behavior of product and services users; (d) to develop user and other data or information prior to provide remote support under maintenance; (e) to provide or undertake engineering analysis, failure analysis, warranty analysis, energy analysis, predictive analysis, service analysis, product usage analysis, and/or other desirable analysis, including, but not limited to, statistics or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy law applicable to Customer; (ii) sensitive personal information ("SPI") or personal information ("PI"), such as national identifier number, passport number, social security number, credit insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical progress, diagnostic information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, political, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Service"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data Access in Customer External and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other remote website or external services on Customer's or a third party's website or system (each, an "External"), Trane will comply with the following:
  - a. **Access:** Trane will ensure that Trane's personnel use only the External access(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems:** Trane will access the External only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewall; (ii) centralized patch management; (iii) operating system appropriate anti-virus software; and (iv) file portable devices, full disk encryption.
  - c. **Restrictions:** Unless otherwise approved by Customer in writing, Trane will not download, store or permanently store any HVAC Machine Data from any External on any medium, including any machines, devices or servers.
  - d. **Access Termination:** Trane will terminate the access of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any External (i) no longer needs access to HVAC Machine Data or (ii) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems:** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (i) the data is encrypted and (ii) the third party system will not have access to the decryption key or unencrypted "plain text" version of the HVAC Machine Data.
3. **Customer Data Confidentiality:** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services; (ii) as expressly permitted or instructed by Customer; or (iii) to the minimum extent required to comply with applicable law, provided that Trane (i) provides Customer with prompt written notice prior to any such disclosure, and (ii) reasonably cooperates with Customer to limit or prevent such disclosure.
4. **Customer Data Compliance with Laws:** Trane agrees to comply with laws, regulations, governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data Information Security Management:** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with the Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any subprograms and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's behalf are aware of and comply with the information security program's policies, procedures, and protocols.
6. **Monitoring:** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audit:** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all cybersecurity regulatory requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed non-disclosure agreement.
8. **Information Security Contact:** Trane's information security contact is Local Sales Office.
9. **Security Incident Management:** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management:** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a 4th week. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness:** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to obtain and maintain a secure workplace.
12. **Secure Disposal Policies:** Trane will establish policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information to the extent possible, Customer Confidential Information cannot be practically read or reconstructed.
13. **Latest Access Controls:** Trane employs intrusion monitoring and logging technology to help detect and prevent unauthorized access through Trane's corporate networks and protection systems. Trane's monitoring includes a review of changes affecting systems handling authentication, authorization and auditing, and

City of Jackson/JTRAN Chair replacement

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privileged access to Trans production systems. Trans uses the principle of "least privileges" (restricting access denied unless absolutely necessary) for access to customer data.

- 14. **Systemic Data (Data Availability):** Trans will implement policies and procedures required in regard to an emergency or other circumstances (e.g. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
  - a. Data backup; and
  - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
- 15. **Backup of Customer Data:** Trans is responsible for storing or retaining Customer Data. Trans shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or unusable each and every original and copy in every media of all Customer's Data in Trans's possession, custody or control no later than (30) days after receipt of Customer's written instructions directing Trans to delete the Customer Data.
- 16. **Screening and Checks:** Trans shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trans policies.
- 17. **DISCLAIMER OF WARRANTIES:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF MERCHANTABILITY, PERFORMANCE, ACCURACY AND SO ON AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANS DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREAFTER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR FREE OR UNHINDERED OR RETURNING SERVICE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2024

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

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

\*\*\*\*\*

**ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF ONE THOUSAND TWO HUNDRED TWO DOLLARS AND TWENTY-FIVE CENTS (\$1,202.25) TO B&E COMMUNICATIONS, INC. FOR PROCUREMENT OF SERVICES PERFORMED ON MAY 15, 2024.**

**WHEREAS**, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

**WHEREAS**, B&E Communications, Inc. is an active vendor with the City of Jackson and is currently in good standing per the Mississippi Secretary of State's Office; and

**WHEREAS**, the Transit Services Division had a service call to repair the access control system at the JTRAN Administrative and Maintenance Facility (JAMF) to ensure a functional security system; and

**WHEREAS**, on May 15, 2024, the Transit Services Division made a service call to B&E Communications, Inc. to repair the access control systems at the JAMF to ensure a functional security system; and

**WHEREAS**, due to emergency circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval of the City Purchasing Manager; and

**WHEREAS**, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City's transit system; and

**WHEREAS**, in order to ensure the continued safety and security, proper operation, and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from B&E Communications, Inc. for One Thousand Two Hundred Two Dollars and Twenty-Five Cents (\$1,202.25) be ratified.

**IT IS, THEREFORE, ORDERED** that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to B&E Communications, Inc. for One Thousand Two Hundred Two Dollars and Twenty-Five Cents (\$1,202.25).

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NELSON NYGAARD CONSULTING ASSOCIATES, INC. TO PROVIDE A TRANSIT ORIENTED DEVELOPMENT COMPREHENSIVE WORK PLAN FOR JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN).**

**WHEREAS**, the City of Jackson (City) has determined that it is in the City's best interest to seek a professional management company to provide a transit-oriented development comprehensive work plan for Jackson's public transportation system (JTRAN); and

**WHEREAS**, the City re-issued a Request for Proposal on October 11, 2024 for a professional company to provide a transit oriented comprehensive work plan for JTRAN and received one (1) response; and

**WHEREAS**, the bid of Nelson Nygaard Consulting Associates, Inc. in the amount of One Million One Hundred Fifty-Eight Thousand Six Hundred Thirty-Seven Dollars (\$1,158,637.00) was the only bid received; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a contract and related documents with Nelson Nygaard Consulting Associates, Inc. to supply a transit-oriented development comprehensive work plan for the City's public transportation system at a cost not to exceed One Million One Hundred Fifty-Eight Thousand Six Hundred Thirty-Seven Dollars (\$1,158,637.00); and

**WHEREAS**, the statement of work in this contract with Nelson Nygaard Consulting Associates, Inc. (NNCA) will include the following provisions:

**Task 1: Project Management** – Nelson\Nygaard will conduct project management activities throughout the duration of the project. Activities and deliverables include a project management plan, project kickoff meeting, bi-weekly project management team meetings, project steering committee meetings, technical advisory committee meetings, and monthly progress reports and invoices.

**Task 2: Community Engagement** – Nelson\Nygaard will deliver a comprehensive community engagement program to gather input from the public and stakeholders at key milestones throughout the project. Activities and deliverables include a community engagement plan, establishment of a community ambassadors program, development of digital and print communications materials, community meetings and workshops, stakeholder meetings, and written summaries of all engagement activities.

**Task 3: Corridor Refinement** – Nelson\Nygaard will conduct a feasibility assessment of the proposed ONELINE Bus Rapid Transit (BRT) corridor. Activities include baseline data collection and analysis, development and screening of conceptual alignment alternatives (including right-of-way requirements, operating and capital costs, and ridership estimates), and a project development strategy. The findings of this task will be documented in a project definition report.

**Task 4: Existing Conditions** – Nelson\Nygaard will conduct an existing conditions assessment for the ONELINE TOD corridor. Activities include data collection, an assessment of existing and proposed land uses and public spaces, existing and proposed mobility and utility infrastructure, demographic trends and travel patterns, and existing land use and development regulations. The findings of this task will be documented in an existing conditions report.

**Task 5: Market Analysis** – Nelson\Nygaard will conduct a real estate market analysis for the ONELINE TOD corridor. Activities include a socioeconomic analysis, real estate market

analysis encompassing residential, retail, office, and hospitality markets, stakeholder interviews, Equitable Transit Oriented Development best practice case studies, a TOD feasibility assessment, development site assessment for publicly owned sites, and a catalyst site financial feasibility assessment. The findings of this task will be documented in a market analysis report.

**Task 6: Vision, Goals, and Character Areas** - Nelson\Nygaard will develop a vision statement and supporting goals to guide the development of the TOD Comprehensive Work Plan for the ONELINE TOD corridor. The vision and goals will be developed in consultation with community members and stakeholders through a collaborative visioning charette process. Nelson\Nygaard will also develop a set of character areas to guide the recommended scale of development and land uses for each neighborhood throughout the TOD corridor. The findings of this task will be documented in a visioning and character areas report.

**Task 7: TOD Comprehensive Work Plan** - Nelson\Nygaard will develop a comprehensive TOD work plan for the ONELINE corridor. Activities include development of TOD-supportive land use and zoning recommendations, identification of potential catalyst development sites, development of TOD street design and planning guidelines, and development of placemaking recommendations. The findings of this task will be documented in a report documenting 1) the proposed land use plan, 2) the proposed multimodal connections plan, and 3) the proposed placemaking recommendations.

**Task 8: Implementation and Funding Plan** - Nelson\Nygaard will develop an implementation and funding plan to guide the implementation of the TOD Comprehensive Work Plan. Activities include the development of capital improvement plan (CIP) recommendations and associated capital cost estimates, prioritization and phasing of planned improvements, identification of potential funding sources, and development of a financial plan. The findings of this task will be documented in a TOD Corridor Action Plan report that includes the implementation and funding strategy, identifies next steps, phasing, responsible parties, and potential partners to deliver on the recommendations.

**Task 9: Final Report and Executive Summary** - Nelson\Nygaard will develop a final report and executive summary that clearly and concisely conveys the findings and recommendations of the TOD Comprehensive Work Plan study.

**WHEREAS**, Nelson Nygaard Consulting Associates, Inc. shall pay all premiums for and maintain in full force and effect the following policies of insurance with insurance companies admitted to do business in Mississippi and carrying a current rating of at least A VI in "Best's Insurance Guide":

(A) Commercial General Liability Insurance covering the leased premises in the amount of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate. Manager agrees that such insurance shall contain fire and extended coverage legal liability insurance.

(B) The equivalent of ISO Special Form Property Insurance covering Manager's trade fixtures, furniture, inventory and equipment used in the Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible.

(C) Statutory Workers' Compensation Insurance with the statutory limits and Employer's Liability Insurance with limits of not less than \$500,000.00.

**WHEREAS**, Nelson Nygaard Consulting Associates, Inc. shall carry the policies described in paragraphs (A), (B) and (C) above from and after the date that Nelson Nygaard Consulting Associates, Inc. begins using the Premises and shall carry the policies described in paragraphs (A), (B) and (C) above from and after the date that Manager begins using the Premises. Each policy of insurance required above shall name the City as an additional insured. Each policy of insurance required by this Section 21 shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to all insureds prior to any cancellation, or material reduction in coverage of the policy or material amendment. Prior to the commencement of the Agreement and annually thereafter, Manager shall deliver to the City certificates of insurance for

each type of insurance listed above evidencing the policies of insurance required by this paragraph, together with satisfactory evidence of proof of payment of premiums; and

**WHEREAS**, in executing this Agreement, Nelson Nygaard Consulting Associates, Inc. releases and agrees to hold the City harmless for any injuries, damages, and/or any other loss sustained by any persons that might arise out of or be related to this Agreement, and further agrees to execute a stand-alone City "hold harmless" form that will cover the City for the entirety of this Agreement; and

**WHEREAS**, in executing this Agreement, Nelson Nygaard Consulting Associates, Inc. agrees, should any of its employees, agents, volunteers, etc., assist in the development, management, and/or implementation of the TOD, they do so at their own risk and the City is not responsible for any injuries, damages, and/or any other loss sustained by any such person; and

**WHEREAS**, the schedule of completion of the TOD is seventeen (17) months; and

**WHEREAS**, Christine Welch, Deputy Director for the Office of Transportation in the Department of Planning and Development is authorized as the representative for the City of Jackson in this agreement; and

**WHEREAS**, Nelson Nygaard Consulting Associates, Inc. proposes an agreement with the City of Jackson ("Client") with the following provisions:

- **STANDARD TERMS AND CONDITIONS**

Nelson\Nygaard shall provide services as specified in the Agreement dated December 17, 2024 between Nelson\Nygaard and the City of Jackson (Client), and in accordance with the following Standard Terms and Conditions unless otherwise stated in the Agreement.

- **STANDARD OF CARE**

Nelson\Nygaard shall perform its services consistent with the professional skill and care ordinarily provided by planners practicing in the same or similar locality under the same or similar circumstances.

- **INVOICING AND PAYMENT POLICY**

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Nelson\Nygaard's invoice. Amounts unpaid after 45 days of receipt of invoices shall bear interest at the legal rate under Mississippi law. All invoices for fees and expenses must be paid in full prior to the release of deliverables, including permit documents, prepared in final form as a consequence of the professional services rendered and invoiced.

Additional Services are services not included in Nelson\Nygaard's Basic Services scope but may be required for the Project. Additional services shall arise when the Client materially modifies any initial information provided to Nelson\Nygaard in relation to the Services to be provided, or where the Client directs changes to Services previously provided, or where modifications are otherwise required for reasons outside of the control of Nelson\Nygaard. Nelson\Nygaard shall provide such Additional Services only if mutually agreed upon by Nelson\Nygaard and Client, and Client shall compensate Nelson\Nygaard either at the hourly rates indicated in the Agreement or for a mutually agreed upon fixed fee.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Nelson\Nygaard and Nelson\Nygaard's consultants directly related to the Project. Reimbursable Expenses shall be charged to the Client at cost preapproved by the Client.

Within the time for payment to become due, the Client shall examine the invoice for accuracy and completeness with respect to the performance of services during the invoiced time period. The Client shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within the time for payment coming due, and will pay any undisputed amounts.

Compensation amounts proposed in the Agreement are valid for forty-five (45) days, after which time they are subject to re-evaluation. Hourly rates are subject to annual adjustment.

- CLIENT INFORMATION

The Client shall furnish the services of geotechnical engineers, site surveys, environmental surveys, hazardous materials, and other tests, inspections, and reports if reasonably requested by Nelson\Nygaard.

Following its good faith evaluation of the information provided, Nelson\Nygaard shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants as well as upon the implied representation that Nelson\Nygaard may incorporate any documents, graphics, information, and data (in whole or in part) provided by the Client and the Client's consultants into the Instruments of Service without infringing upon the intellectual property rights of any third party. Nelson\Nygaard shall provide prompt written notice to the Client if Nelson\Nygaard becomes aware of any error, omission or inconsistency in such services or information.

Verification of existing conditions and dimensions, if provided, is based on access to visible elements and is not intended to be exhaustive or incontestable. Rather, such verification is intended to confirm the general limits of existing spaces for planning purposes only.

- CONTRACTOR MEANS & METHODS

Nelson\Nygaard shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall Nelson\Nygaard be responsible for the Client's construction contractors' failure to perform the construction work in accordance with the requirements of the Contract Documents.

- SUSPENSION AND TERMINATION

If the Client fails to make payments to Nelson\Nygaard in accordance with this Agreement, Nelson\Nygaard may suspend its services under this Agreement. If Nelson\Nygaard elects to suspend services, Nelson\Nygaard shall give 7 days' written notice to the Client before suspending services. Nelson\Nygaard shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Nelson\Nygaard shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Nelson\Nygaard's services. Nelson\Nygaard's fees for the remaining services and the time schedules shall be equitably adjusted.

This Agreement may be terminated by either Party by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, the Client shall pay Nelson\Nygaard for services performed and Reimbursable Expenses incurred through date of termination, unless otherwise agreed upon by both Parties.

- COPYRIGHT AND LICENSING

Provided Nelson\Nygaard has received all payments properly due under this Agreement, the Deliverables prepared by Nelson\Nygaard for the Project shall become the property of the Client. This conveyance shall not deprive Nelson\Nygaard of the right to electronic data or other reproducible copies of the Deliverables or the right to reuse information contained in them in the normal course of Nelson\Nygaard professional activities.

Use or modification of Nelson\Nygaard's Deliverables in any manner, or authorization of use or modification by others, without the Consultant's professional involvement will be at the Client's sole risk and without liability to Nelson\Nygaard. The Client shall release Nelson\Nygaard, its consultants and agents and employees, or any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of the unauthorized use of the Deliverables by the Client or its employees, whether such claims are brought in breach of contract, breach of warranty, negligence or other tort or otherwise.

To the extent that the Deliverables (including but not limited to all specifications, details, and plans) include design elements, notes, terms or details that are developed by

Nelson\Nygaard, or its consultants, in the course of their respective practice(s) as part of the standardized body of professional knowledge of the respective firm(s) then Nelson\Nygaard, or its consultants, shall retain the ownership of all intellectual property related to such design elements, notes, terms, or details, provided, however, that neither Nelson\Nygaard nor its consultants may utilize aspects of the Deliverables or design components in the context of any other project to the extent that such utilization would produce a project with substantially similar distinctive features taken as a whole. However, Nelson\Nygaard grants Client a perpetual, non-exclusive, royalty free, license to use such details, specifications, and plans in the same manner as permitted for other of Nelson\Nygaard Project Documents.

Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by Nelson\Nygaard, and Nelson\Nygaard makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

Nelson\Nygaard shall have the right to include photographic or artistic representations of the design of the Project among the Nelson\Nygaard's promotional and professional materials. Nelson\Nygaard shall be given reasonable access to the completed Project for such photo documentation. However, Nelson\Nygaard's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Nelson\Nygaard in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for Nelson\Nygaard in the Client's promotional materials for the Project.

- **FORCE MAJEURE**

Nelson\Nygaard shall not be liable for failure to perform the contract or meet any schedule of performance of services to the extent that any delay or impediment arises from causes beyond the control and without the fault or negligence of Nelson\Nygaard. Examples of such causes include but are not limited to, acts of God or of the public enemy, acts of the Client or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather.

- **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of such funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost, or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

- **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Consultant, Nelson-Nygaard Consulting Associates, Inc. will comply, subject to the professional standard of care, with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

- **PUBLIC RECORDS**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the 'Mississippi Public Records Act of 1983, 'and its exceptions. See Mississippi Code Annotated, Sections 25-61-1 et seq. and Mississippi Code Annotated, Section 79-23-1.

• FEDERAL CLAUSES

The Federal Clauses noted on pages 35-56 of the RFP are hereby incorporated by reference.

**WHEREAS**, the Federal Transit Administration (FTA) will pay One Million Dollars (\$1,000,000.00) of the cost and the remaining cost of One Hundred Fifty-Eight Thousand Six Hundred Thirty-Seven Dollars (\$158,637.00) will be paid from the Transit Division's FY2025 & FY2026 budgets.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract and related documents with Nelson Nygaard Consulting Associates, Inc. to provide a transit-oriented development comprehensive work plan at a cost not to exceed One Million One Hundred Fifty-Eight Thousand Six Hundred Thirty-Seven Dollars (\$1,158,637.00), with One Million Dollars (\$1,000,000.00) to be paid by FTA and the remaining cost of One Hundred Fifty-Eight Thousand Six Hundred Thirty-Seven Dollars (\$158,637.00) will be paid from the Transit Division's FY2025 & FY2026 budgets.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION TO DISBURSE \$250,000.00 FOR A PROJECT THAT INVOLVES THE DEMOLITION AND/OR REMOVAL OF BLIGHT FROM PROPERTIES IN THE CITY OF JACKSON ALONG HIGHWAY 80 AND SOUTH OF THE HIGHWAY 80 CORRIDOR PURSUANT TO SENATE BILL 2468.**

**WHEREAS**, Senate Bill 2468 as passed in the 2024 Regular Legislative Session provided for the 2024 Local Improvement Project Fund; and

**WHEREAS**, in the 2024 Local Improvement Project Fund Two Hundred Fifty Thousand Dollars (\$250,000.00) were allocated for the City of Jackson (City) to assist the City in paying the costs associated with removal of blighted properties located on U.S. Highway 80 and south of U.S. Highway 80. The City is to act through its Department of Planning and Development to receive these funds; and

**WHEREAS**, the Mississippi Department of Finance and Administration requires the City of Jackson to submit an executed Memorandum of Understanding and related documents governing the blighted properties project as specified in Senate Bill 2468, Section 10; and

**WHEREAS**, pursuant to the Act, the Mississippi Department of Finance and Administration (DFA) is authorized to disburse monies to pay the costs of the project; and

**WHEREAS**, pursuant to the Act, DFA will do the following:

- Disburse the project funds upon written request of the City to pay the costs associated with the project.
- May withhold all sums for the project and seek recovery of same should the City fail to adhere to any of the provisions of the Act.
- Require the City to submit any and all documentation which may be required to document that the project funds are expended solely for the costs of the project as set forth in the Act; and

**WHEREAS**, pursuant to the Act, the City of Jackson must follow these provisions:

- Maintain the project funds in a separate bank account.

- Maintain a file with proof of advertisement for the demolition project, scope of work of the project, the solicitation documents, the bidders' list, evaluation of bids sheets/scoring sheets, invoices/payment requests, contracts awards, bank statements, and any other documentation deemed necessary by DFA.
- Expend the funds within thirty-six (36) months from the date of the receipt of funds from DFA.
- Immediately notify and consult with DFA regarding the disposition of any remaining funds upon the completion of the project.
- Provide quarterly reports to DFA which describe and itemize the expenditure of the project funds and attach all invoices and bank statements associated with the reported expenditures.
- Provide quarterly reports withing thirty (30) days of each calendar quarter's end.
- Provide quarterly updates on the status of the project including future expenditure of funds.
- Provide a final report no more than thirty (30) days after final expenditure of funds that summarizes the expenditures and use of the project funds; and

**WHEREAS**, all notices or information pursuant to this order/Memorandum of Understanding shall be provided to the following:

LaTonya Miller, Deputy Director  
Planning and Development Office  
200 South President Street  
Jackson, MS 39201  
Telephone: 601-960-6575  
Email: [lmiller@jacksonms.gov](mailto:lmiller@jacksonms.gov)

MS Department of Finance and Administration  
Attention: Gilda Reyes, Deputy Executive Director  
501 North West Street, Suite 1301  
Jackson, MS 39201  
Telephone: 601-359-5516  
Email: [Gilda.Reyes@dfa.ms.gov](mailto:Gilda.Reyes@dfa.ms.gov)

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding and related documents with the Mississippi Department of Finance and Administration concerning the demolition and/or removal of blight from properties in the City of Jackson along Highway 80 and south of the Highway 80 corridor.

**IT IS, FURTHER ORDERED** that the Department of Planning and Development is authorized to receive and expend \$250,000.00 in accordance with said Memorandum of Understanding between the parties.

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

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**President Lindsay** recognized **Mayor Chokwe Antar Lumumba** and **Drew Martin, City Attorney**, who provided a brief overview of said item.

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

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

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**ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF JACKSON, BOBBIE CHAMBERS, AND BEN WIGGINS REMODELING, FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES TO ALLOW FOR**

**AN INCREASE IN CONTRACT COMPLETION TIME AND COST AT 4655 ESTELLE DRIVE, JACKSON, MISSISSIPPI.**

**WHEREAS**, on July 2, 2024, the City Council adopted an Order authorizing the Mayor to execute contracts between the City of Jackson, Bobbie Chambers, and Ben Wiggins Remodeling, for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, the original contract was for an amount totaling \$8,450.00 and was effective July 17, 2024 – September 12, 2024; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be extended from the original expiration date of September 12, 2024, to February 28th, 2025; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract price of \$8,450.00 be changed to \$9,200.00 due to a change in the scope of services, namely painting and replacing an exterior overhang, that resulted in the increased amount; and

**WHEREAS**, the contract extension will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, on July 17, 2024, a lien notice and restriction on transfer was filed for the amount of \$8,450.00; and

**WHEREAS**, an amended lien notice and restriction on transfer for the amount of \$9,200.00 must be filed in the appropriate venue; and

**WHEREAS**, the contract extension will allow the contractor to be paid \$9,200.00 which resulted from the unforeseen costs associated with the repairs.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute amendments to the contract between the City of Jackson, Bobbie Chambers, and Ben Wiggins Remodeling, for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program and costs assessed with filing an amended lien be assessed to the Department of Planning and Development.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING AMENDMENT TO THE JULY 2, 2024 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, DELORES FINCH, AND MULTI-CON, INC. FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM.**

**WHEREAS**, on July 2, 2024, the City Council adopted an Order authorizing the Mayor to execute contracts between the City of Jackson, Delores Finch, and Multi-Con, Inc. for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, the original contract was effective August 12, 2024 – September 12, 2024; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the originally executed contract be extended from the original expiration date of September 12, 2024 to January 31, 2025 due to rainy weather, delays in getting the requisite permits, and homeowner's denial of entry onto the property when she was not at home; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the original executed contract price of \$9,454.00 be changed to \$12,750.00 due to a change in the scope of services that resulted in the increased amount; and

**WHEREAS**, the contract extension will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, the contract extension will allow the contractor to be paid \$12,750.00 which resulted from the unforeseen costs associated with the repairs.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute amendments to the contract between the City of Jackson, Delores Finch, and Multi-Con, Inc. for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING AMENDMENT TO THE JULY 2, 2024 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, CARL AND FRANCINE FRAZIER, AND BEN WIGGINS REMODELING FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM.**

**WHEREAS**, on July 2, 2024, The City Council adopted an Order, authorizing the Mayor to execute contracts between the City of Jackson, Carl and Francine Frazier, and Ben Wiggins Remodeling for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, the original contract was effective July 12, 2024 – September 12, 2024; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be extended from the original expiration date of September 12, 2024 to January 31, 2025; and

**WHEREAS**, the contract extension will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute amendments to the contract between the City of Jackson, Carl and Francine Frazier, and Ben Wiggins Remodeling for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AMENDING THE SEPTEMBER 24, 2024 AGENDA ITEM AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT BETWEEN THE CITY OF JACKSON, RANDY LITTLETON, AND MANAGEMENT SERVICES RESOURCE LLC, TO INSTEAD EXECUTE THE CONTRACT BETWEEN THE CITY OF JACKSON, LINDA BRYANT, AND MANAGEMENT SERVICES RESOURCE LLC FOR THE USE OF CDBG FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S LIMITED REPAIR PROGRAM.**

**WHEREAS**, the City of Jackson receives an annual allocation from the U. S. Department of Housing and Urban Development (HUD) of HOME Investment Partnership Grant (HOME) Funds to provide decent, safe and affordable housing to low and moderate-income residents; and

**WHEREAS**, the Office of Housing and Community Development has a mission, in part, to assist in ensuring that all neighborhoods are free of blight, are quality livable places, and have access to resources and services; and

**WHEREAS**, the City of Jackson, Office of Housing and Community Development (OHCD), was awarded \$1,898,015.00 of CDBG funds with a period of performance starting October 1, 2019 through September 1, 2026; and

**WHEREAS**, in addition, the City was awarded \$1,479,031.40 of CDBG funds with a period of performance starting October 1, 2022 through September 1, 2029; and

**WHEREAS**, OHCD will use the 2019 and 2022 CDBG funds to support the Limited Repair Rehabilitation program; and

**WHEREAS**, OHCD is responsible for understanding and adhering to HUD's eligible rehabilitation activities as outlined in 24 CFR § 570.202; and

**WHEREAS**, the OHCD created a scope of work for 1810 Waltham Street, Jackson, MS 39204, which is attached and made a part of the minutes; and

**WHEREAS**, On September 24, 2024, the City Council authorized the execution of a contract between the City of Jackson, Randy Littleton, and Management Services Resource LLC for the work at 1810 Waltham Street, Jackson, MS; and

**WHEREAS**, due to corrections made to the deed, the contract must be executed with the correct property owner that has been updated on the deed information as Linda Bryant; and

**WHEREAS**, all orders and minutes that may be in conflict with this Order are hereby repealed to the extent of such conflict.

**IT IS, THEREFORE, ORDERED** that the amendment is approved to authorize the Mayor to execute the contract between the City of Jackson, Linda Bryant, and Management Services Resource LLC, instead of the City of Jackson, Randy Littleton, and Management Services Resource LLC.

**IT IS, FURTHER ORDERED** that this Order replaces the September 24, 2024 Order to the extent of a change in property owners.

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

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

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**ORDER AUTHORIZING AMENDMENT TO CONTRACT BETWEEN THE CITY OF JACKSON, JANIS SMITH, AND BEN WIGGINS REMODELING FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO**

**IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM TO ALLOW FOR ADDITIONAL REPAIRS AND TIME FOR COMPLETION ON THE CONTRACT.**

**WHEREAS**, on June 18, 2024, the City Council adopted an Order, authorizing the Mayor to execute contracts between the City of Jackson, Janis Smith, and Ben Wiggins Remodeling, for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, the original contract was effective July 9, 2024 – September 12, 2024; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be extended from the original expiration date of September 12, 2024 to January 31, 2025, due to rainy weather and delays in getting the requisite permits; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract price \$8,990.00 be changed to \$13,878.00 due to the change in scope of services that resulted in the increased amount; and

**WHEREAS**, the contract extension will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program; and

**WHEREAS**, the contract extension will allow the contractor to be paid \$13,878.00 which resulted from the unforeseen costs associated with the repairs.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute amendments to the contract between the City of Jackson, Janis Smith, and Ben Wiggins Remodeling, for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, LC THIGPEN, AND MULTI-CON, INC. FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM.**

**WHEREAS**, on August 31, 2021, the Mayor was authorized to execute any and all documents necessary to apply for and administer the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Production Grant that will support existing housing rehabilitation programs; and

**WHEREAS**, the Department of Planning and Development, through the Office of Housing and Community Development (OHCD), was awarded One Million Five Hundred Eighty-One Thousand Nine Hundred Eighty-One Dollars and Thirteen Cents (\$1,581,981.13) for the Healthy Homes Production Grant (HHP) from the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control; and

**WHEREAS**, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

**WHEREAS**, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources rewarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

**WHEREAS**, all homes and rental units selected for participation for Lead-Based Paint hazard control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard Control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

**WHEREAS**, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

**WHEREAS**, the Office of Housing and Community Development developed a scope of work for the property located at 177 Horseshoe Circle and requested that multiple contractors provide quotes for the work to be performed; and

**WHEREAS**, the scope of work for 177 Horseshoe Circle was as follows:

**EXTERIOR**

1. Repair roof on left rear of house (approx. 2 squares). Include up to 32 sq. ft of decking, all applicable hardware and supplies.
2. Repair roof on right side of house (approx. 2 squares). Include up to 32 sq. ft of decking, all applicable hardware and supplies.

**BATHROOM**

1. Remove and replace the complete door unit assembly, must be a 3'0 wide door. Include all applicable new lockset, hardware, and trim.
2. Prime and paint door unit assembly.
3. Remove tub and install fiberglass walk-in shower assy. Shower must include bracing for grab bars, new seat, all applicable trim and hardware.
4. Install existing grab bars in shower.
5. Remove and replace shower valve assy. Include all applicable trim and hardware.
6. Remove and replace comfort height toilet. Include moving toilet plumbing next to the shower, all applicable trim and new seat.
7. Reinstall existing grab bars.
8. Remove and replace 24" lavatory cabinet assy. Include moving plumbing, all applicable trim and hardware.
9. Prime and paint entire bathroom. (approx. 40 square foot room).
10. Install new vent/light combo assy. Include all wiring, applicable trim and hardware.
11. Remove and replace light bar assembly. Include all applicable trim and hardware.

**WHEREAS**, on July 12, 2024, OHCD received four (4) quotes from qualified, licensed, and certified contractors to complete the above-referenced scope of work; and

**WHEREAS** the quotes received were as follows:

Multi-Con Inc. for	\$9,832.00
Murphy's Development for	\$11,200.00
Ben Wiggins Remodeling for	\$20,000.00
Al n 1 Construction for	\$11,000.00 and;

**WHEREAS**, on July 16, 2024, OHCD received a letter of acceptance from Multi-Con, Inc. agreeing to perform the work at 177 Horseshoe Circle, Jackson, Mississippi for the sum of Nine Thousand Eight Hundred Thirty-Two Dollars (\$9,832.00); and

WHEREAS, the terms of the agreement with Multi-Con and LC Thigpen are as follows:

SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP

Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the “Work Write-Up” and described in the specifications and other Contract Documents prepared for LC Thigpen by the Housing Program Inspector, and attached hereto as “Attachment A” and made a part hereof for the total sum of nine thousand eight hundred thirty-two 00/100 (\$9,832.00). The total sum provided to complete said work to be performed on the structure(s)/property located at 177 Horseshoe Circle Jackson, MS 39203, all in accordance with terms of the Contract Documents is being provided to the Homeowner in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as “Attachment B”.

SECTION 2 – SCOPE OF WORK

Contractor acknowledges that it has prepared the contractor’s Proposal as attached hereto as “Attachment C” and made a part hereof and that such proposal is accurate and consistent as to the name of contractor, scope of work that the contractor will undertake and price. Contractor acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the contractor’s bid and proposal, provided the contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD. The Contractor shall commence working within ten (10) working days after issuance of the “Notice to Proceed.” Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the contractor at the address furnished herein, and shall automatically levy a charge to the contractor of fifty dollars (\$50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

Contractors shall comply with all appropriate specifications, including the general conditions provided separately to the contractor and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

SECTION 5 - INSURANCE

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

- A. Contractor shall, at its expense, carry General Liability Insurance, with maximum limits not less than \$1,000,000 aggregate and \$1,000,000 each occurrence for bodily injury and \$1,000,000 aggregate and \$1,000,000 each occurrence for property damage.
- B. Contractor shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Contractor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than \$250,000 for one accident to protect from all claims arising from the use of the following:
  - (1) Contractor's own automobiles and trucks
  - (2) Hired automobiles and trucks
  - (3) Automobiles and trucks owned by subcontractors

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

- D. Contractor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of \$500,000 for each person and \$1,000,000 aggregate and property damage liability in the amount of \$250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of \$500,000 for all damages arising out of injury to or destruction of property during the policy period.
- E. Contractor shall provide copies of such certificates before commencement of work, but this action will not relieve the contractor of its independent obligation to obtain such insurance.

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

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

#### SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

- A. Contractor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
  1. The Contractor shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
  2. The Contractor shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
  3. The Contractor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
  4. The Contractor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  5. The Contractor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Contractor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Contractor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The Contractor shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

B. Contractor shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The contractor also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The contractor shall furnish the credentials of the abatement agent and/or the RRP firm at the request of city and/or homeowner.

C. Contractor and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The contractor acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards based on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

#### SECTION 7 – PERMITS AND LICENSES

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

#### SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The contractor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up." The contractor shall also dispose of demolition debris in compliance with State and Federal laws.

#### SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. contractor is responsible for all work carried out by all subcontractors.

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

#### SECTION 10 – SUCCESSORS AND ASSIGNS

The city, homeowner(s) and the contractor each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

#### SECTION 11 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties

at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**CITY OF JACKSON, MISSISSIPPI**  
Attention: Deputy Director OHCD  
218 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MULTI-CON, INC**  
P.O. Box 9325  
Jackson, MS 39286

SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

SECTION 13 - FEDERAL GRANTS

Contractor agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the contractor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 15 - INDEMNIFICATION

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

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

SECTION 16 – LIEN WAIVERS

The Contractor agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to contractor's performance. Final payment shall not be due until the contractor has delivered to the city and homeowner complete release of all liens for work completed arising out of contractor's performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the city and homeowner(s) indemnifying them against any lien.

SECTION 17 – GUARANTY

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

SECTION 18 – NO AGENCY

The Contractor is an independent contractor providing services to the homeowner(s) and the employees, agents, and servants of the contractor shall in no event be considered to be the employees, agents, or servants of the homeowner(s) or city. This Agreement is not intended to create an agency relationship between the contractor and the homeowner(s) or city.

SECTION 19 – HEADINGS

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

SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the contractor and the city that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the city, then the contractor may be required to pay to the City the amount of \$50 per day for liquidated damages as specific in the Bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.
- D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the contractor has promptly given written notice of such delay to the city:
  1. To any preference, priority or allocation order duly issued by the city.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, Acts of God, or of the public enemy, acts of the city, acts of another contractor in the performance of a contract with the city, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that contractor fails in any of its obligations under this Section, the city may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until contractor provides assurances that it intends to adhere to the said Standards of Professional conduct;
  2. Terminate this Agreement upon giving three (3) days' written notice of contractor's failure to adhere to the terms of this Section;
  3. Debar Contractor from future work for city for a period not less than six (6) months. Contractor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
  4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

#### SECTION 21 – PROHIBITION OF KICKBACKS

Contractor nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the city or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "Attachment D" and made a part hereof.

#### SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

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

Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

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

SECTION 24 – PAYMENT

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Multi-Con, Inc. and LC Thigpen to repair the property located at 177 Horseshoe Circle, Jackson, MS 39203 under the Healthy Homes Production Grant program.

**IT IS, FURTHER ORDERED** that the total amount expended under the contract shall not exceed Nine Thousand Eight Hundred Thirty-Two Dollars (\$9,832.00).

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**CITY OF JACKSON**  
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT  
HHPG REPAIR PROGRAM



|| 177 HORSESHOE CIRCLE

**EXTERIOR**

- 1) Repair roof on left rear of house (approx. 2 squares) include up to 32 sq. ft of decking, all applicable hardware and supplies.
- 2) Repair roof on right side of house (approx. 2 squares) include up to 32 sq. ft of decking all applicable hardware and supplies.

**INTERIOR**

**1. BATHROOM**

- 1) Remove and replace complete door unit assy, must be a 3'0 door. include all applicable new lockset, hardware and trim.
- 2) Prime and paint door unit assy.
- 3) Remove tub and install fiberglass walk-in shower assy. Shower must include bracing for grab bars, new seat, all applicable trim and hardware.
- 4) Install existing grab bars in shower.
- 5) Remove and replace shower valve assy. include all applicable trim and hardware.
- 6) Remove and replace comfort height toilet, include moving toilet plumbing next to the shower, all applicable trim and new seat.
- 7) Reinstall existing grab bars.
- 8) Remove and replace 24" lavatory cabinet assy. include moving plumbing, all applicable trim and hardware.
- 9) Prime and paint entire bathroom. (approx. 40 sq. ft room)
- 10) Install new vent/light combo assy. include all wiring, applicable trim and hardware.
- 11) Remove and replace light bar assy. include all applicable trim and hardware.

*Attachment C+D*

**MULTI-CON, INC.**  
**P.O. BOX 9325 JACKSON, MS 39286-9325**  
**(601)922-7777 Fax (601) 922-7717**  
Email: [multiconelec@comcast.net](mailto:multiconelec@comcast.net)

July 16, 2024

City Of Jackson  
John Avery, Manager  
Office of Housing and Community Development  
200 South President Street (2<sup>nd</sup> Floor)  
Jackson, MS 39201

Re: Letter of Acceptance - 177 Horseshoe Circle

Dear Mr. Avery:

This will serve as formal notice to you and The City of Jackson Office of Housing and Community Development, that Multi-Con, Inc. hereby accepts the award for 177 Horseshoe Circle in the amount of \$9,832.00.

If additional information is needed, please notify me at the address above or email [multiconelec@comcast.net](mailto:multiconelec@comcast.net) or call 601-540-8134.

Sincerely,  
*Joe C. Collins*  
Joe C. Collins  
President

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF JOSEPHINE BRONSON, LOCATED AT 1950 CATALINA DRIVE, JACKSON, MISSISSIPPI ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, 24 CFR 570.505 requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Josephine Bronson received a housing rehabilitation grant property from the City for property located at 1950 Catalina Drive, Jackson, Mississippi in the amount of \$24,719.00; and

**WHEREAS**, on October 26, 2016, the City filed a Lien Notice and Restriction on Transfer against Ms. Bronson's property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2978; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Bronson's property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Josephine Bronson located at 150 Catalina Drive, Jackson, Mississippi in the amount of \$24,719.00. Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2978.

**IT IS, FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. TINA BROWN, LOCATED AT 3850 GAMMILL STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 416 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Ms. Tina Brown received a housing rehabilitation grant property from the City for property located at 3850 Gammill Street, Jackson, Mississippi in the amount of \$13,599.30; and

**WHEREAS**, on Tina Brown, 2018, the City filed a Lien Notice and Restriction on Transfer against Ms. Brown's property for the purpose of securing the City's interest in the property, pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 416; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Brown's property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Tina Brown located at 3850 Gammill Street, Jackson, Mississippi in the amount of \$13,599.30. Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 416.

**IT IS, FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MARILYN BRUMFIELD, LOCATED AT 1009 WESTHAVEN BLVD., JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7234 PAGE 9787 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, 24 CFR 570.505 requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Marilyn Brumfield received a housing rehabilitation grant property from the City for the property located at 1009 Westhaven Blvd., Jackson, Mississippi in the amount of \$18,533.00; and

**WHEREAS**, on January 14, 2019, the City filed a Lien Notice and Restriction on Transfer against Marilyn Brumfield's property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7234 Page 9787; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Marilyn Brumfield's property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Marilyn Brumfield located at 1009 Westhaven Blvd., Jackson, Mississippi in the amount of \$18,533.00. Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7234 Page 9787.

**IT IS FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. FRANCES BUCHANAN, LOCATED AT 2510 ST. CHARLES STREET JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7244 PAGE 7633 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Ms. Frances Buchanan received a housing rehabilitation grant property from the City for property located at 2510 St. Charles Street, Jackson, Mississippi in the amount of \$38,500.00; and

**WHEREAS**, on September 5, 2019, the City filed a Lien Notice and Restriction on Transfer against Ms. Buchanan's property for the purpose of securing the City's interest in the property, pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7244 Page 7633; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Buchanan's property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Frances Buchanan located at 2510 St. Charles Street, Jackson, Mississippi in the amount of \$38,500.00. Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7244 Page 7633.

**IT IS, FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF BETTY JOHNSON, LOCATED AT 403 CRESTON AVENUE, JACKSON, MISSISSIPPI JACKSON, MISSISSIPPI, ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe, and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, 24 CFR 570.505 requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Betty Johnson received a housing rehabilitation grant property from the City for property located at 403 Creston Avenue, Jackson, Mississippi in the amount of \$37,000.00, and

**WHEREAS**, on June 22, 2017, the City filed a Lien Notice and Restriction on Transfer against Ms. Johnson's property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7207 Page 7983; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for the above-named property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Betty Johnson, located at 403 Creston Avenue, Jackson, Mississippi in the amount of \$37,000.00. Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7207 Page 7983.

**IT IS, FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. BRENDA F. WALKER, LOCATED AT 864 BRANDON AVE., JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7203 PAGE 2980 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, five (5) RFQ's were received and 24 CFR 570.201(a) (4) require the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Ms. Brenda F. Walker received a housing rehabilitation grant property from the City for property located at 864 Brandon Avenue, Jackson, Mississippi in the amount of \$27,092.00 and

**WHEREAS**, on November 3, 2016, the City filed a Lien Notice and Restriction on Transfer against Ms. Walker's property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2980; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Walker's property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction

on Transfer against the property of Ms. Brenda F. Walker located at 864 Bandon Avenue, Jackson, Mississippi in the amount of \$27,092.00. Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2980.

**IT IS, FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. PEARLIE M. WRIGHT, LOCATED AT 1531 ST. CHARLES STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7230 PAGE 2778 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, the City of Jackson’s Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low to moderate-income residents; and

**WHEREAS**, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City’s 2015-2019 Five Year Consolidation Plans; and

**WHEREAS**, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

**WHEREAS**, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

**WHEREAS**, Ms. Pearl M. Wright received a housing rehabilitation grant property from the City for property located at 1531 St. Charles Street, Jackson, Mississippi in the amount of \$26,618.00; and

**WHEREAS**, on Pearl M. Wright, 2018, the City filed a Lien Notice and Restriction on Transfer against Ms. Wright’s property for the purpose of securing the City’s interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7230 Page 2778; and

**WHEREAS**, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Wright’s property, the Office of Housing and Community Development finds it necessary to file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Pearl M. Wright located at 1531 St. Charles Street, Jackson, Mississippi in the amount of \$26,618.00, Said Notice of Lien and Restriction on Transfer is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7230 Page 2778.

**IT IS, FURTHER ORDERED** that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

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There came on for consideration Agenda Item No. 39:

**ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR THE BEASLEY ROAD, NORTHWEST INDUSTRIAL PARKWAY, AND NORTHWEST PROGRESS PARKWAY RESURFACING PROJECT.** Said item was pulled by the Administration.

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**ORDER ACCEPTING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CITY COLLECTIVE US, LLC FOR MASTER PLANNING SERVICES FOR EUBANKS CREEK TO PROVIDE THE BUDGET FOR REIMBURSABLE EXPENSES.**

**WHEREAS**, the City of Jackson entered into a Professional Service Agreement with City Collective US, LLC to create a master plan and design that 1) crafts an ambitious, yet implementable vision for Eubanks Creek and the immediate surrounding parcels, 2) outlines a step-by-step roadmap for incremental implementation, and 3) clearly identifies discrete infrastructure and public works' projects to attract and align funding over time; and

**WHEREAS**, the original lump sum not to exceed the amount of \$160,000.00 did not include a budget for reimbursable expenses, though the parties contemplated the probability of reimbursable expenses; and

**WHEREAS**, City Collective US, LLC has incurred reasonable reimbursable expenses in the course of performing the scope of work of the project and does not anticipate those expenses exceeding \$10,000.00; and

**WHEREAS**, the remaining grant funds from the State of Mississippi, from which this contract is being paid, has sufficient funds remaining to pay for the reimbursable in an amount not to exceed \$10,000.00.

**IT IS, THEREFORE, ORDERED** that an amendment to the Professional Services Agreement with City Collective US, LLC to provide master planning services for Eubanks Creek to increase the not to exceed amount of the Agreement to \$170,000.00 to provide for the payment of reimbursable expenses, is hereby accepted.

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

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

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE OFFICER THOMAS CATCHINGS, SR. DRIVE BRIDGE REPLACEMENT PROJECT, STP-7293-00(001) LPA/109280-701000.**

**WHEREAS**, the City of Jackson has received federal funds for the replacement of two bridges on Officer Thomas Catchings, Sr. Drive; and

**WHEREAS**, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary construction engineering and inspection services for the project; and

**WHEREAS**, Stantec Consulting Services, Inc. has provided a total cost estimate of \$139,918.86, which includes all labor costs, direct costs, and sub-consultant costs to provide construction engineering and inspection services for the project; and

**WHEREAS**, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

**WHEREAS**, the form Agreement approved by the Mississippi Department of Transportation Local Public Agency provides the following with respect to the term of the contract and the funding availability:

This Contract shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this Contract shall absolutely and finally terminate.

The construction Engineering services of the Consultant under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the Consultant may not begin work on any feature of this project prior to receiving a Notice to Proceed from the LPA. The services of the Consultant are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the Consultant's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the Contract, the LPA agrees to pay the Consultant for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this Consultant, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Consultant, notwithstanding any just claims by the Consultant for payment of services rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this Consultant. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by Consultant in the packaging and shipment of all documents covered by this Consultant to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

It is expressly understood and agreed that the obligation of the LPA to proceed under this Consultant is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this Contract, the LPA shall have the right, upon written notice to the Contract T, to immediately terminate or stop work on this Contract without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**WHEREAS**, the representatives for the parties to the agreement to receive notice are as follows:

**LPA:**

For Contractual Matters:  
**Mayor Chokwe Antar Lumumba**  
 City of Jackson  
 219 S. President St.  
 Jackson, MS 39205  
 Phone: (601) 960-1084

[tmurray@jacksonms.gov](mailto:tmurray@jacksonms.gov)

For Technical Matters:  
**Henry Chia**  
 City of Jackson  
 200 S President St., Suite 523  
 Jackson, MS 39205  
 Phone: (601) 960-1651  
 Fax: (601) 960-1174  
[hchia@city.jackson.ms.us](mailto:hchia@city.jackson.ms.us)

**CONSULTANT:**

For Contractual Matters:  
**John McKee, PE, PS**  
 Stantec Consulting Services Inc.  
 2600 Lakeland Terrace, Suite 200  
 Jackson, MS 39216  
 Phone: (601) 354-0696

[john.mckee@stantec.com](mailto:john.mckee@stantec.com)

P.E. #9688  
 Surveyor#02856; and

For Technical Matters:  
**Brad Engels, PE**  
 Stantec Consulting Services Inc.  
 2600 Lakeland Terrace, Suite 200  
 Jackson, MS 39216  
 Phone: (601) 354-0696

[brad.engels@stantec.com](mailto:brad.engels@stantec.com)

P.E. #17084

**WHEREAS**, the rate schedule for labor hours charged and the maximum rates, expenses, and fees are as follows:

**Rate Schedule for Labor Hours**

PERSONNEL NAME	LABOR CLASSIFICATION	LOADED RATE
John McKee	Principal	\$280.42
Brad Engels	Project Engineer	\$232.26
	Engineer in Training	\$102.12
	Engineer II	\$179.38
	Engineer III	\$232.26
	Inspector I	\$68.15
	Inspector II	\$112.41
	Administrative Assistant	\$127.33
	Inspector I (Overtime)	\$82.15
	Inspector II (Overtime)	\$135.50

**SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:**

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 139,918.86 (Total of all Charges) without the prior written consent of both parties

**Fee and Expense Summary**

Labor Cost	Direct Cost	SubConsultant	Total
125,757.54	200.00	13,961.32	139,918.86

**WHEREAS**, the Fee Proposal of Stantec Consulting Services, Inc. was submitted on December 5, 2024, revised on December 9, 2024, and is incorporated here by reference to said document, which is an exhibit to the Agreement.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services agreement with Stantec Consulting Services, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Officer Thomas Catchings, Sr. Drive Bridge

Replacement Project, STP-7293-00(001) LPA/109280-701000, for a total not to exceed amount of \$139,918.86.

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

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

Nays – None.

Absent – Stokes.

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**ORDER RATIFYING PAYMENTS AND AUTHORIZING A CONTRACT WITH COMCAST FOR CABLE SERVICES FOR THE OFFICE OF CITY PROSECUTOR.**

**WHEREAS**, it is a necessity that the City Prosecutor's Office has access to cable services to remain fully informed of all press conferences and current events that may affect the City of Jackson, specifically local and special emergency news bulletins, weather events and general information essential for providing legal advice and ensuring employee safety; and

**WHEREAS**, the previous contract for cable services with Comcast has expired; and

**WHEREAS**, a renewed agreement with Comcast is necessary to ensure the provision of essential local cable services to the Office of the City Prosecutor's, located at 327 East Pascagoula Street, Jackson, Mississippi; and

**WHEREAS**, in light of the continuity of service provided by Comcast, it is recognized that outstanding payments for previous cable bills remain due and payable.

**IT IS, THEREFORE, ORDERED** that the payments for these prior services, as outlined in the attached invoices, are ratified, and the sum of \$674.96 is authorized for disbursement.

**IT IS FURTHERED ORDERED** that the Mayor is authorized to execute an agreement with Comcast to provide local cable services to the Prosecutor's Office located at 327 E. Pascagoula Street, at a rate of \$84.90 for the 24 monthly service charge commencing October 2024 and ending September 2026 shall not exceed \$3,000.00.



Account Number      Billing Date      Page  
8396 41 045 1572024      Sep 24, 2024      1 of 3

# This is a Disconnect Notice

Your Comcast Business services have been disconnected due to non-payment.

Your bill at a glance		
For 327 E PASCAGOULA ST, JACKSON, MS, 39201-4704		
Previous balance		\$726.75
Payments		\$0.00
Credits	Page 3	-\$5.60
<b>Balance forward</b>		<b>\$721.15</b>
Partial charges	Page 3	-\$109.88
Regular monthly charges	Page 3	-\$36.50
One-time charges	Page 3	\$20.00
Taxes, fees and other charges	Page 3	-\$20.01
<b>New charges</b>		<b>-\$46.19</b>
<b>Amount due</b>		<b>\$674.96</b>

Your bill explained

- Your equipment must be returned within 10 days to avoid unreturned equipment fees. See your return options at [xfinity.com/returns](http://xfinity.com/returns).

**Your account is past due and your services have been disconnected**  
Please return your equipment and pay the amount due immediately.

Need help?  
Visit [www.comcast.com/help](http://www.comcast.com/help) or see page 2 for other ways to contact us.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment



2605 CIRCLE 75 PKWY SE  
ATLANTA GA 30339-4268  
00001000 100 24 20000000 00000000 00000000

THE OFFICE OF THE CITY P  
ATTN MABLE COLEMAN  
456 E CAPITOL ST  
JACKSON, MS 39201-2603



Account number	<b>8396 41 045 1572024</b>
Balance forward	<b>\$721.15</b>
New charges	<b>-\$46.19</b>
<b>Total amount due upon receipt</b>	<b>\$674.96</b>
Amount enclosed	\$

Send payment to  
COMCAST  
PO BOX 71211  
CHARLOTTE NC 28273-1211

Make checks payable to Comcast  
Do not send cash



839641045157202400674960

**COMCAST  
BUSINESS**

Account Number: 8396 41 045 1372024 | Billing Date: Sep 24, 2024 | Page 3 of 3

<b>Balance forward</b>	<b>\$721.15</b>
Previous balance	\$726.25
Credits	-\$5.60
RSN Fee - Adjustment	Sep 22 - \$5.60

<b>Partial charges</b>	<b>-\$109.88</b>
Services removed	Aug 25 - Sep 27 - \$109.88
TV Standalone and TV Box + Remote	

**Please note: Credits for services you were billed for in advance last month. These services have been disconnected.**

On your last bill you were billed in advance for services between Aug 28 - Sep 27. We've applied a credit of -\$109.88 as a result of your service disconnection on Aug 25. For more details about the change to your service please go to [business.comcast.com/myaccount](https://business.comcast.com/myaccount).

<b>Regular monthly charges</b>	<b>-\$36.30</b>
Service fees	-\$36.30
Broadcast TV Fee	-\$77.50
Regional Sports Fee	-\$8.80

<b>One-time charges</b>	<b>\$120.00</b>
Other charges	\$120.00
Unreturned Equipment	Sep 24 - \$120.00
Serial: SACFD134V	

<b>Taxes, fees and other charges</b>	<b>-\$20.01</b>
Other charges	-\$8.77
Franchise Fee	-\$8.62
Regulatory Cost Recovery	-\$0.15
Taxes & government fees	-\$11.24
Sales Tax	-\$11.24

**Additional information**

**Billing Update:** This bill includes an RSN fee credit for your local Bally Sports network(s) being unavailable, and a credit for your Bally Sports network(s) subscription being unavailable, if applicable.

**Franchise Authority:** City of Jackson, P.O. Box 17, Jackson, MS 39205  
Please do not mail payments to your franchise authority. FCC Community ID M30080.



COMCAST  
BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: The Office of the City Prosecutor Order #: 51370221

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customers by signing below, agree and accept the Terms and Conditions of the Agreement.

CUSTOMER SIGNATURE	FOR COMCAST USE ONLY
<small>We warrant that the Service will conform to the specifications and performance standards set forth in the Agreement. Certain Terms and Conditions can be found at <a href="#">http://www.comcast.com/termsandconditions</a>.</small> Signature: _____ Name: <u>Charles A. Lortved</u> Title: <u>Mayor, City of Jackson, Mississippi</u> Date: <u>1/25/25</u>	Sales Representative: <u>Terica Calbreath</u> Sales Representative Code: _____ Sales Manager Name: <u>JO KENNEDY</u> Sales Manager Address: _____ Division: <u>Central</u>

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.**

**WHEREAS**, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

**WHEREAS**, Section 33-15-17(d) of the Mississippi Code 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) of the Mississippi Code 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) of the Mississippi Code 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**, pursuant to Section 33-15-17 (b) of the Mississippi Code, 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....

**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.

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

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

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**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

**WHEREAS**, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City’s residents and the protection of their property within the affected areas; and

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024, June 18, 2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, and January 28, 2025 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS, THEREFORE, HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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**President Lindsay** recognized **Safiya Omari, Chief of Staff** and **Drew Martin, City Attorney**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.  
Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE HINDS COUNTY HUMAN RESOURCE AGENCY TO OPERATE ITS HEAD START PROGRAM AT THE WESTSIDE COMMUNITY CENTER, MARTIN COMMUNITY CENTER, AND THE MARY C. JONES COMMUNITY CENTER.**

**WHEREAS**, since 2009, the City of Jackson has donated certain property to the Hinds County Human Resource Agency (“HCHRA”) for the purpose of operating and conducting its Head Start Program at the Westside Community Center located at 1450 Wiggins Road, the Martin Community Center located at 555 South Roach Street, previously known as the “Old Martin School,” and the Mary C. Jones Community Center located at 2050 Martin Luther King, Jr. Drive; and

**WHEREAS**, the lease has expired and now the Department of Human and Cultural Services recommends that the governing authority for the City of Jackson authorize the Mayor to renew the lease agreement to allow for the operation of the Head Start Program and to assist the HCHRA to secure Head Start grant funds for the removal and renovation of the existing roofing systems at each of the three campuses; and

**WHEREAS**, on April 9, 2024, the governing authority authorized the HCHRA to perform roof repair work on the above-mentioned city-owned buildings; however, the parties must renew the lease agreement prior to the commencement of major renovations at each of the three campuses; and

**WHEREAS**, the City of Jackson desires to continue its partnership with HCHRA to offer educational services for children three to five years of age. It is designed to encourage the healthy development of young children through its wide range of services; and

**WHEREAS**, the Department of Human and Cultural Services proposes to enter into a lease agreement with HCHRA (“Agency”) that sets forth the following terms and conditions:

1. The Agency’s use of the facilities shall not be exclusive, and the City reserves the right to enter and utilize the facilities for any proper municipal purpose authorized by law.
2. The City agrees to give the Agency fourteen (14) days advance notice of its intent to enter and utilize the facilities for proper municipal purposes.
3. The Agency shall not be required to pay rent for the use of the spaces but shall be required to pay a pro-rated share of utilities and expenses incurred by the City in maintaining common areas, plumbing, electrical systems, heating and cooling units, and other electrical and mechanical fixtures.
4. The term of this Agreement shall be for a period of twenty (20) years, as granted by Section 31-8-3 of the Miss. Code Annotated of 1972, as amended, commencing upon the date of the last signature subject to (a) the right to succeeding governing authorities for the City not in office at the time execution of this Agreement to void the Agreement; (b) Agency’s compliance with the terms and conditions of the Agreement; and (c) City’s right to terminate the agreement upon the provision of sixty (60) days advance written notice.
5. The City reserves the right to terminate this Agreement with or without cause upon the provision of sixty (60) days written notice to the Agency; however, the effective date of termination shall not occur if the Agency has commenced its educational term.
6. The City shall invoice the Agency on a monthly basis for the pro-rated utilities and expenses required pursuant to Section 5 above, and the Agency shall remit payment to the City within thirty-five (35) days.

7. The Agency's failure to remit payment for pro-rated utilities and expenses when due and/or the Agency's use of space donated for purposes unrelated to its Head Start Program may be deemed to be material breaches in addition to other breaches and result in the termination of this agreement immediately if an educational term has not commenced. If an educational term has commenced, then termination shall become effective within forty-eight (48) hours of the conclusion of an educational term.
8. Upon expiration of the term of this Agreement or upon termination of this Agreement prior to the expiration of the term, the Agency shall be allowed fourteen (14) days to move property and possessions belonging to it.
  - (a.) Unless the City Agrees in writing to afford the Agency additional time to remove its property and possessions, property and possessions not removed within the fourteen (14) days period shall be deemed abandoned and become the property of the City.
  - (b.) The City may dispose of abandoned property and possessions not removed by the Agency in any manner it deems appropriate, and the Agency shall have no claim or right concerning the City's disposal or keeping of the property.
9. The Agency shall maintain the space authorized for use herein in a clean and orderly state of repair at all times. The Agency shall provide at its own expense, custodial and grounds maintenance service for the space it utilizes not constituting common areas.
10. The Agency may install at its expense, in lieu of paying pro-rated utilities, the appropriate metering devices for the space it utilizes, separate and distinct from the meters for which the City is billed, provided the metering devices can be installed without substantial change to the City's facilities.
11. The Agency agrees to install, at its own expense, all telephones and telecommunications equipment needed for its use and pay the invoices and bills when they become due.
12. The Agency agrees to refrain from engaging in any conduct that will encumber City's interest and ownership of the facilities or result in the imposition of liens against the property.
13. The Agency shall not make any improvements to the facilities or space donated without obtaining the written consent of the governing authorities for the City. For the purposes of this provision, the installation of new playground equipment that does not require the pouring of concrete or asphalt or boring shall not be deemed to be an improvement, requiring the consent of the governing authorities. Improvements made to the facilities or space donated, if permanent, shall become the property of the City upon termination of this agreement. The City shall not be required to provide funding for improvements made by the Agency.
14. The Agency shall secure a comprehensive general public liability insurance policy naming the City of Jackson, Mississippi, as an additional named insured, with the limits of at least \$1,000,000.00 for bodily injury and \$500,000.00 for property damage. A copy of said certification evidencing insurance shall be filed with the City Clerk of the City of Jackson annually during the term of this Agreement. The certificate must also indicate and provide for the submission of written notice to the City thirty (30) days in advance of changes in the policy limits or the cancellation of the policy.
15. The Agency may not assign its right to use the donated space without the written consent of the City.

16. The Agency shall indemnify and hold the City harmless from any claim or loss sustained and arising out of the Agency's activities and use of the donated space.
17. The Agency agrees that no master-servant, principal-agent, or other relationship is intended or created as a result of the City's donation of the space for the operation of its Head Start Program; therefore, the City has no obligation to provide unemployment insurance, workers' compensation insurance, or any other benefit to Agency's staff and personnel, and Agency shall be responsible for the provision of all applicable benefits to its staff and personnel.
18. The Agency agrees to abide by state, federal, and local laws when utilizing the space and conducting operations for the Head Start Program.
19. The Agency and the City agree that this agreement may not be altered, modified, or changed absent a writing duly executed by authorized officials or representatives of each.
20. The Agency and the City agree that this agreement constitutes their entire agreement, and no oral or contemporaneous writings may be used to vary, alter, or modify the terms of this Agreement.
21. The Agency and the City agree that this agreement shall be governed by the laws of the State of Mississippi.

**WHEREAS**, HCHRA is a public, non-profit community action agency that strives to empower disadvantaged citizens to become self-reliant and realize their full potential, which is the mission of HCHTA. The mission is forwarded by promoting and delivering a broad range of high-quality services for children, families, single adults, the elderly, and the disabled; and

**WHEREAS**, Section 21-19-65 of the Mississippi Code Annotated provides authority for municipalities to expend municipal general funds for certain types of social and community service programs. Since the programs offered by the HCHRA are within the social and community service programs anticipated by Section 21-19-65, the governing authority finds that in fact, it may contribute matching funds, either cash or in-kind contributions, to the HCHRA support the specific programs authorized by Section 21-19-65; and

**WHEREAS**, the governing authority finds that the HCHRA agency has identified funds in excess of one million dollars for the removal and renovation of roofing systems at each of the three campuses.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a lease agreement with the HCHRA for a period of twenty (20) years, as granted by Section 31-8-3 of the Miss. Code Annotated of 1972, as amended, commencing upon the date of the last signature.

**IT IS, FURTHER ORDERED** that the governing authorities for the City of Jackson finds the programs offered by the HCHRA are within the social and community service programs anticipated by Section 21-19-65. The Department of Human and Cultural Services is authorized to lease the space identified above. It may contribute matching funds, either cash or in-kind contributions, to the HCHRA support the specific programs authorized by Section 21-19-65.

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

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

Nays – None.

Absent – Stokes.

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There came on for Discussion, Agenda Item No. 46:

**DISCUSSION: THE OLD HISTORIC GRISHAM STORE (REV. DR. MARTIN LUTHER KING, JR. DRIVE AT RANDALL STREET):** President Lindsay stated

said item will be tabled until the next Special Council Meeting held on March 18, 2025 at 10:00 a.m. due to the absence of **Council Member Stokes**.

\*\*\*\*\*

There came on for Discussion, Agenda Item No. 47:

**DISCUSSION: TRASH MAN:** **President Lindsay** stated said item will be tabled until the next Special Council Meeting held on March 18, 2025 at 10:00 a.m. due to the absence of **Council Member Stokes**.

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**DISCUSSION: LITIGATION-LEGAL MATTERS.** **President Lindsay** recognized **Drew Martin, City Attorney**, who stated that Executive Session was needed for discussion.

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

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The following reports/announcements were provided during the meeting:

- **Dr. Safiya Omari, Chief of Staff**, announced the following:
  - The City is participating in the March for Mayors which ends today. Please bring peanut butter for us to win.

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The meeting was closed in memory of the following individual:

- **Roberta Flack**

\*\*\*\*\*

**President Lindsay** recognized **Council Member Hartley** who moved, seconded by **Vice President Grizzell**, to go into Closed Session regarding Discussion Item No. 48: **LITIGATION-LEGAL MATTERS**. The motion prevailed by the following vote:

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

\*\*\*\*\*

**President Lindsay** announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Discussion Item No. 48: **LITIGATION-LEGAL MATTERS**.

\*\*\*\*\*

During Closed Session, **Council Member Hartley** moved, and **Council Member Banks** seconded, to go into Executive Session regarding Discussion Item No. 48: **LITIGATION-LEGAL MATTERS**. The motion prevailed by the following vote:

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

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REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, FEBRUARY 25, 2025 10:00 A.M.

1015

President Lindsay recognized Council Member Hartley who moved, seconded by Council Member Banks, to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Banks, Clay, Foote, Grizzel, Hartley and Lindsay.  
Nays – None.  
Absent – Stokes.

\*\*\*\*\*

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

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on March 17, 2025. At 12:06 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Masley-Granda  
CLERK OF COUNCIL

APPROVED:

Vin Lindsay - 3/16/2025  
\_\_\_\_\_  
DATE

Ch. A. [Signature]

MAYOR

ATTEST:

Angele Harris  
CITY CLERK

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