



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

January 13, 2026

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. DR. MAREK WALKER, PASTOR, CHERRY GROVE M.B. CHURCH (WARD 3)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR 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-24-2428 LOCATED AT 0 WOODBURY RD- PARCEL #517-654- \$550.00. (WARD 3) (BROWN,HORHN)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO, BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, 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-24-1148 LOCATED AT 740 NIMITZ ST- PARCEL #629-171- \$1,545.00. (WARD 3) (BROWN, HORHN)

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR 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-24-2472 LOCATED AT 0 LAWRENCE RD- PARCEL #517-136- \$695.00. (WARD 3) (BROWN, HORHN)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ANDERSON ENVIRONMENTAL SERVICE, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1986 LOCATED AT 0 ELLIS AVE. (FORMERLY 1525 ELLIS AVE) – PARCEL #220-8-4- \$349,500.00. (WARD 5) (BROWN, HORHN)**
7. **APPROVAL OF THE DECEMBER 30, 2025 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
8. **APPROVAL OF THE JANUARY 6, 2026 SPECIAL CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

9. **ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES. (CLAY)**

REGULAR AGENDA

10. **CLAIMS (CALDWELL, HORHN)**
11. **PAYROLL (CALDWELL, HORHN)**
12. **RESOLUTION URGING THE MISSISSIPPI LEGISLATURE TO PASS LOCAL AND PRIVATE LEGISLATION DURING THE CURRENT LEGISLATIVE SESSION WHICH EXTENDS THE REPEAL DATE OF THE LOCAL AND PRIVATE LAW THAT CREATED THE JACKSON CONVENTION AND VISITOR'S BUREAU TO JULY 1, 2033 AND FURTHER URGING THE MISSISSIPPI LEGISLATURE TO AUTHORIZE AN INCREASE OF THE LEVY OF THE TOURISM TAX CURRENTLY LEVIED ON HOTELS AND MOTELS BY ONE PERCENT**

(1%) AND ON RESTAURANTS BY ONE-HALF OF ONE PERCENT (.5%) FOR THE PURPOSE OF PROVIDING FUNDS TO THE JACKSON CONVENTION AND VISITOR'S BUREAU. (HORHN)

- 13. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND DAIGLE LAW GROUP, LLC FOR POLICY DEVELOPMENT, TRAINING, AND LAW ENFORCEMENT POLICY REVISION AND DEVELOPMENT AND COMPLIANCE SUPPORT SERVICES ON BEHALF OF THE JACKSON POLICE DEPARTMENT. (JONES, HORHN)**
- 14. ORDER RATIFYING PAYMENT TO UPCHURCH SERVICES, LLC PURSUANT TO THE EMERGENCY DECLARATION FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY. (SLATER, HORHN)**
- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND THE SALVATION ARMY FOR THE USE OF 24 EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PROVIDE HOMELESS PREVENTION AND EMERGENCY SHELTER (ALL WARDS). (BROWN, HORHN)**
- 16. ORDER AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE WILLIAM MONROE TROTTER COLLABORATIVE FOR SOCIAL JUSTICE AT HARVARD KENNEDY SCHOOL OF GOVERNMENT. (D. MARTIN, HORHN)**
- 17. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GIBBS TRAVIS, PLLC, AND BRAD MORRIS LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO PFAS-PFOS-PFOA AND/OR OTHER RELATED "FOREVER CHEMICALS," BUT NOT INCLUDING ANY CLAIMS SUBJECT TO THE AQUEOUS FILM-FORMING FOAMS (AFFF) MULTIDISTRICT LITIGATION, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER. (D.MARTIN, HORHN)**
- 18. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF USAA CASUALTY INSURANCE COMPANY V. CITY OF JACKSON IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 24-1107. (D.MARTIN, HORHN)**
- 19. RESOLUTION REQUESTING AND AUTHORIZING THE TRANSFER OF MAINTENANCE, OPERATION, AND JURISDICTION OF U.S. HIGHWAY 49 (MEDGAR EVERS BOULEVARD) WITHIN THE CITY OF JACKSON BACK TO THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION; AND FOR RELATED PURPOSES. (STOKES)**

DISCUSSION

- 20. DISCUSSION: POTHOLES (STOKES)**

21. **DISCUSSION: GORDON STREET AT VARDAMAN-2121 GORDON STREET. (STOKES)**
22. **DISCUSSION: JAYNE AVENUE PARK RESTROOMS (HARTLEY)**
23. **DISCUSSION: UTILITY CUTS (BROWN-THOMAS)**

PRESENTATION

PROCLAMATION

24. **PROCLAMATION HONORING SWAC COMMISSIONER, DR. CHARLES MCCLELLAND (HORHN)**

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

25. **MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

OFFICE OF THE CITY ATTORNEY
1/5

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2428 LOCATED AT 0 WOODBURY RD – PARCEL #517-654– \$550.00 (WARD 3)

WHEREAS, the State of Mississippi received 0 Woodbury Rd. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety, and welfare remedied; and

WHEREAS, on February 18, 2025 the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2428 located at 0 Woodbury Rd. parcel #517-654 in Ward 3 of the City of Jackson; and

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

WHEREAS, based on stated requirements, Jones Landscape and Contractor Services, LLC, submitted the lowest and best bid and through its representative, Donald Jones, agreed to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 0 Woodbury Rd. Parcel 517-654 for the sum of \$550.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office located at 3172 Bilgray Drive. Jackson, Mississippi, 39212 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 \$550.00.

SECTION 2 - COMPENSATION:

Consent Agenda Item No. 3
January 13, 2026
(Brown, Horhn)

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.

City of Jackson, Mississippi	Jones Landscape and Contractor Services, LLC
John Horhn, Mayor	Donald Jones
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, MS 39212
Jackson, Mississippi 39205-0017	

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.

A. 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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the vendor's remedies pursuant to the provision of this 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 Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to cut vegetation, and remedy conditions on the property located at 0 Woodbury Rd., MS 39206, 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 \$550.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/2/2025
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 3	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$550.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	



Memo

To: John Horhn, Mayor

From: Department of Planning and Development

Date: 12/17/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-2428.

Thank you for your prompt consideration in this matter.

-

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2428 LOCATED AT 0 WOODBURY RD – PARCEL #517-654– \$550.00 (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant



Ullas Johnson 12/17/25



Date



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212, and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 517-654 bearing the physical address of 0 Woodbury Rd in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

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 **\$550.00**.

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.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services LLC Donald Jones 3172 Bilgray Dr. Jackson, MS 39212
--	---

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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 - GOVERNING 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 subcontractor 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.

SECTION 19 - ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 517-654** bearing the **physical address** of 0 Woodbury Rd legally described as LOT 10 BLK A EAST BROADMOOR SUBN PART 5 MATURED FOR 2020 TAXES for **Case # CE-24-2428**:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

EXHIBIT B



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

NOTICE TO PROCEED

DATE: 12.17.25

CASE NO: CE-24-2428

CONTRACTOR: DONALD JONES
JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC
3172 BILGRAY DR
JACKSON MS 39212

LOCATION: 0 Woodbury Rd

MAP / PARCEL: 517-654

SCOPE OF WORK: Cutting of grass and weeds, removal of trash and debris

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:

\$550.00

4

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS AS NEEDED. REMOVE TRASH AND DEBRIS. REMOVE INOPERATIVE VEHICLE(S) OR VEHICLE(S) PARKED ON LAWN, 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-24-1148 LOCATED AT 740 NIMITZ ST- PARCEL #629-171- \$1,545.00 (WARD 5)

WHEREAS, on September 23, 2025, 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 August 12, 2025, for Case #CE-24-1148 located at 740 Nimitz St. Parcel #629-171 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids to cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

WHEREAS Jones Landscape and Contractor Services, LLC, appeared next on the rotation list and has agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed, remove trash and debris, inoperative vehicle(s) or vehicle(s) parked on lawn, and remedy the conditions for case #CE-24-1148 located at 740 Nimitz St. Jackson, MS 39209, with the quoted price of \$1,545.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office located at 3172 Bilgray Drive. Jackson, Mississippi, 39212, 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 \$1,545.00.

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.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Drive Jackson, MS 39212
--	--

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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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.

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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.

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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.

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- 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.
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 - 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.

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- 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 Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn, and remedy conditions on the property located at 740 Nimitz St., Jackson, MS 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 \$1,545.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/1/2025
DATE

POINTS		COMMENTS																															
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.																															
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																															
3.	Who will be affected	All City of Jackson residents.																															
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.																															
5.	Schedule (beginning date)	To be determined pending execution of contract.																															
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5																															
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																															
8.	COST	\$1,545.00																															
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)																															
10.	EBO participation	<table> <tbody> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </tbody> </table>		ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
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HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																												
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																												



Memo

To: John Horhn, Mayor

From: Department of Planning and Development

Date: 12/16/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to board up and secure structure, paint boards, cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-1148.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS AS NEEDED. REMOVE TRASH AND DEBRIS. REMOVE INOPERATIVE VEHICLE(S) OR VEHICLE(S) PARKED ON LAWN, 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-24-1148 LOCATED AT 740 NIMITZ ST- PARCEL #629-171- \$1,545.00 (WARD 5) is legally sufficient for placement in NOVUS Agenda.**



Drew Martin, City Attorney

Sondra Moncure, Special Assistant



Date



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 629-171 bearing the physical address of 740 Nimitz St in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

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 **\$1,545.00**.

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.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services LLC Donald Jones 3172 Bilgray Dr. Jackson, MS 39212
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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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 - GOVERNING 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 subcontractor 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.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 629-171** bearing the **physical address of 740 Nimitz St.** legally described as LOT 18 BLK H LARCHMONT SUBN PT 3 for **Case # CE-24-1148**:

Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

EXHIBIT B

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

NOTICE TO PROCEED**DATE:** 12.17.25**CASE NO:** CE-24-1148

CONTRACTOR: DONALD JONES
JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC
3172 BILGRAY DR
JACKSON MS 39212

LOCATION: 740 Nimitz St**MAP / PARCEL:** 629-171**SCOPE OF WORK:** Board up and secure structure, cut grass and weeds, remove trash and debris**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:****\$1,545.00**

5

OFFICE OF THE SECRETARY OF STATE
A. J. F.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2472 LOCATED AT 0 LAWRENCE RD- PARCEL #517-136- \$695.00 (WARD 3)

WHEREAS, the State of Mississippi received 0 Lawrence Rd. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety, and welfare remedied; and

WHEREAS, on February 18, 2025 the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2472 located at 0 Lawrence Rd. parcel #517-136 in Ward 3 of the City of Jackson; and

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

WHEREAS, based on stated requirements, Jones Landscaped and Contractor Services, LLC, submitted the lowest and best bid and through its representative, Donald Jones, agreed to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 0 Lawrence Rd. Parcel 517-136 for the sum of \$695.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC, has a principal office located at 3172 Bilgray Drive. Jackson, Mississippi, 39212, 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 \$695.00.

SECTION 2 - COMPENSATION:

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

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.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Drive Jackson, MS 39212
--	--

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

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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.

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- 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:
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 - 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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to cut grass and weeds, remove trash and debris; and clean curbside and remedy conditions on the property located at 0 Lawrence Rd., MS 39206, 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 \$695.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.



Memo

To: John Horhn, Mayor

From: Department of Planning and Development

Date: 12/17/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-2472

Thank you for your prompt consideration in this matter.

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2472 LOCATED AT 0 LAWRENCE RD- PARCEL #517-136- \$695.00 (WARD 3) is legally sufficient for placement in NOVUS Agenda.**



Drew Martin, City Attorney

Sondra Moncure, Special Assistant



12/17/2025



Date



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____ to remedy conditions which threaten public health, safety, and welfare on Parcel Number 517-136 bearing the physical address of 0 Lawrence Rd in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

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 **\$695.00**.

SECTION 2 - COMPENSATION:

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

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B),

and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

SECTION 5 - INSURANCE:

- A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person 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.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services LLC Donald Jones 3172 Bilgray Dr. Jackson, MS 39212
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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 effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 - GOVERNING 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 subcontractor 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.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 517-136** bearing the **physical address of 0 Lawrence Rd** legally described as LOT 9 NORTH BROADMOOR PT 2 MATURED FOR 2018 TAXES for **Case # CE-24-2472**:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

EXHIBIT B



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

NOTICE TO PROCEED

DATE: 12.17.25

CASE NO: CE-24-2472

CONTRACTOR: DONALD JONES
JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC
3172 BILGRAY DR
JACKSON MS 39212

LOCATION: 0 Lawrence Rd

MAP / PARCEL: 517-136

SCOPE OF WORK: Cutting of grass and weeds, removal of trash and debris

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:

\$695.00

6

OFFICE OF THE CITY CLERK
JAN 13 2026
JF

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ANDERSON ENVIRONMENTAL SERVICES, INC. TO DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS AS NEEDED, AND ANY OTHER ITEMS TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS AND TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1986 LOCATED AT 0 ELLIS AVE. (FORMERLY 1525 ELLIS AVE) -- PARCEL #220-8-4-- \$349,500.00. (WARD 5)

WHEREAS, on April 8, 2025, 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 January 28, 2025; and

WHEREAS, currently, 0 Ellis Ave. is in the process of being transferred to the Secretary of State inventory due to delinquent taxes; and

WHEREAS, the Community Improvement Division requests the authority to contract with Anderson Environmental Services, Inc., prior to the Secretary of State issuing the City of Jackson a requested letter of entry to address conditions determined to threaten public health, safety, and welfare; and

WHEREAS, the Community Improvement Division's Manager recommends that the governing authority authorize entering the property prior to receiving the requested letter of entry, due to communication with the Secretary of State indicating there should not be any issues with the City of Jackson entering onto the property and being reimbursed for said cleanup costs, due to this technicality; and

WHEREAS, said property must be maintained, and conditions that constitute a menace to public health, safety, and welfare remedied; and

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

Consent Agenda Item No. 6
January 13, 2026
(Brown, Horhn)

WHEREAS, based on stated requirements, Anderson Environmental Services, Inc. submitted the lowest and best bid and through its representative, Daryl Anderson, and agreed to demolish structure, remove debris and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 0 Ellis Ave. (formerly 1525 Ellis Ave.), Parcel 220-8-4 for the sum of \$349,500.00; and

WHEREAS Anderson Environmental Services, Inc. has a principal office address 783 Hanis St. Jackson, MS 39202, 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 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$349,500.00.

SECTION 2 – NOTICE TO PROCEED

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 sixty (60) 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 ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors

SECTION 4 - INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the 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 Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL AND RESPONSIBILITY OF THE CONTRACTOR

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

In the event that the Vendor must engage in excavation of any kind, the Vendor shall comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code. Before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor shall provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

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

City of Jackson, Mississippi

John Horhn, Mayor

Anderson Environmental Service, Inc.

Daryl Anderson

200 S. President Street

783 Harris St.

Post Office Box 17

Jackson, MS. 39202

Jackson, Mississippi 39205-0017

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

The Contractor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor

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

SECTION 20 – 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. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- 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 21 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City of Jackson agrees to pay Anderson Environmental Service, Inc. 50% of the bid amount once 50% of the work has been completed. Upon successful completion of the project and approved by Community Improvement Division the other 50% will be paid.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Anderson Environmental Services, Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions for property located at 0 Ellis Ave., (formerly 1525 Ellis Ave.) 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 \$349,500.00 shall be paid to Anderson Environmental Services, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/18/25

DATE

	P O I N T S	C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	Schedule (beginning date)	To be determined pending execution of contract.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 5
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT

	<div> <div>▪</div> <div>Consultant</div> </div>						
8.	COST						
9.	<div>Source of Funding</div> <div> <div>▪</div> <div>General Fund</div> <div>X</div> </div> <div> <div>▪</div> <div>Grant</div> <div></div> </div> <div> <div>▪</div> <div>Bond</div> <div><input type="checkbox"/></div> </div> <div> <div>▪</div> <div>Other</div> <div><input type="checkbox"/></div> </div>	<div>CDBG FUND</div> <div>08582410-6485</div> <div>General Fund:</div> <div>001-444-70-6458</div>					
10.	EBO participation	<div>ABE</div> <div>_____</div> <div>%</div>	<div>WAIVER</div> <div>yes</div> <div>_____</div> <div>no</div> <div>_____</div>	<div>N/A</div> <div>_____</div>			
		<div>AABE</div> <div>_____</div> <div>%</div>	<div>WAIVER</div> <div>yes</div> <div>_____</div> <div>no</div> <div>_____</div>	<div>N/A</div> <div>_____</div>			
		<div>WBE</div> <div>_____</div> <div>%</div>	<div>WAIVER</div> <div>yes</div> <div>_____</div> <div>no</div> <div>_____</div>	<div>N/A</div> <div>_____</div>			
		<div>HBE</div> <div>_____</div> <div>%</div>	<div>WAIVER</div> <div>yes</div> <div>_____</div> <div>no</div> <div>_____</div>	<div>N/A</div> <div>_____</div>			
		<div>NABE</div> <div>_____</div> <div>%</div>	<div>WAIVER</div> <div>yes</div> <div>_____</div> <div>no</div> <div>_____</div>	<div>N/A</div> <div>_____</div>			



Memo

To: John Horhn, Mayor

From: Department of Planning and Development

Date: 12/18/2025

Re: Agenda Item

The attached agenda item is an order requesting that the Mayor execute a contract with Anderson Environmental Service, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-21-1986.

Thank you for your prompt consideration in this matter.


Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ANDERSON ENVIRONMENTAL SERVICES, INC. TO DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS AS NEEDED, AND ANY OTHER ITEMS TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS AND TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1986 LOCATED AT 0 ELLIS AVE. (FORMERLY 1525 ELLIS AVE) – PARCEL #220-8-4– \$349,500.00. (WARD 5) is legally sufficient for placement in NOVUS Agenda.**


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 


Date





CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Anderson Environmental Service, Inc. having its principal place of business at 783 Harris St. Jackson, Mississippi 39202 and mailing address of 783 Harris St. Jackson, Mississippi 39202 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Daryl Anderson _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 220-8-4 bearing the physical address of 1525 Ellis Avenue in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of **\$349,500.00.**

SECTION 2 – NOTICE TO PROCEED

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 sixty (60) 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 ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 - INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the 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 Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor **must obtain and pay for all permits and licenses** necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL AND RESPONSIBILITY OF THE CONTRACTOR

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

In the event that the Vendor must engage in excavation of any kind, the Vendor shall comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code. Before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor shall provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Anderson Environmental Service, Inc.
Daryl Anderson
783 Harris St
Jackson, Mississippi 39202

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such

regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify and hold harmless the CITY for all penalties, fines and other obligations, which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality because of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be

considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

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

SECTION 20 - 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. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- 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 21 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 90 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City of Jackson agrees to pay Anderson Environmental Service, Inc. 50% of the bid amount once 50% of the work has been completed. Upon successful completion of the project and approved by Community Improvement Division the other 50% will be paid.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #220-8-4 bearing the physical address of 1525 Ellis Avenue** legally described as BEG INT S/L HWY & W/L ELLIS S APP 210.4 FT TO POB S 66.7 FT SW/LY 247.87 FT W 337.83 FT S 111.4 FT NW/LY 211.3 FT N 768.65 FT E 133.55 FT N 225 FT TO S/L HWY 80 SE/LY 57.23 FT S 362.91 FT E 150.63 FT N 44.94 FT E 125 FT S 144.75 FT W 174.1 FT TO POB PT LOT 2 & 3 HARVEY PLACE SUBN IN SEC 7 T5N R1E & PT LOTS 4 5 & 6 N OF I-20 BLK C CHESSWOOD PARK PT 3_ for **Case # CE-21-1986 :**

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.



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

NOTICE TO PROCEED

DATE: December 23, 2025

CASE NO: CE-21-1986

CONTRACTOR: Daryl Anderson
Anderson Environmental Services, Inc.
783 Harris Street
Clinton, MS 39056

LOCATION: 0 Ellis Ave (Formerly 1525 Ellis Ave)

MAP / PARCEL: 220-8-4

SCOPE OF WORK: Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded.

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:

\$349,500.00

- Contractor is responsible for calling 811 before demolition.
- Please call Donald Taylor at 601-906-3083 for gas to be disconnected.

7

8

9

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes locations and schedules of the Jackson City Council meetings; and

WHEREAS, the current guidelines and requirements establishing locations and schedules of the Jackson City Council meetings, as set forth in Section 2-62 of the City of Jackson Code of Ordinances, is as follows:

- (a) Place of meetings.* Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 75 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

- (b) Regular meetings.* Regular meetings of the council shall be held on every other Tuesday. **The regular meeting times shall be held at 10:00 a.m.** ~~The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule.~~ At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

- (c) Zoning meetings.* Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

- (d) Special meetings.* Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) *Committee meetings.* Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the locations and schedules for meetings of the Jackson City Council as follows:

(a) *Place of meetings.* Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 75 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) *Regular meetings.* Regular meetings of the council shall be held on every other Tuesday. Regular meetings of the council shall be held on every other Tuesday. **The regular meeting times shall be held at 10:00 a.m.** At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) *Zoning meetings.* Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) *Special meetings.* Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) *Committee meetings.* Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

Claims

Payroll

12

RESOLUTION URGING THE MISSISSIPPI LEGISLATURE TO PASS LOCAL AND PRIVATE LEGISLATION DURING THE CURRENT LEGISLATIVE SESSION WHICH EXTENDS THE REPEAL DATE OF THE LOCAL AND PRIVATE LAW THAT CREATED THE JACKSON CONVENTION AND VISITOR'S BUREAU TO JULY 1, 2033 AND FURTHER URGING THE MISSISSIPPI LEGISLATURE TO AUTHORIZE AN INCREASE OF THE LEVY OF THE TOURISM TAX CURRENTLY LEVIED ON HOTELS AND MOTELS BY ONE PERCENT (1%) AND ON RESTAURANTS BY ONE-HALF OF ONE PERCENT (.5%) FOR THE PURPOSE OF PROVIDING FUNDS TO THE JACKSON CONVENTION AND VISITOR'S BUREAU

WHEREAS, the Mayor recommends that the governing authorities pass a resolution urging the Mississippi legislature to pass local and private legislation during the current legislative session, which extends the repeal date of the local and private law that created the Jackson Convention and Visitor's Bureau; and

WHEREAS, the Mayor recommends that the governing authorities also urge the Mississippi legislature to authorize an increase in the current tourism tax levied on hotels and motels by one percent (1%) and on restaurants by one-half of one percent (.5%) for the purpose of providing funds to the Jackson Convention and Visitor's Bureau; and

WHEREAS, the Jackson Convention and Visitor's Bureau was created by local and private legislation in 1999; and

WHEREAS, the local and private legislation which created the Jackson Convention and Visitor's Bureau was codified at Chapter 909 Local and Private Laws of 1999; and

WHEREAS, the referenced local and private legislation has been amended during multiple legislative sessions since 1999; and

WHEREAS, House Bill 1565 was passed during the 2022 legislative session and was the last amendment to the referenced local and private legislation; and

WHEREAS, House Bill 1565 included a provision which extended the repeal date for the Jackson Convention and Visitor's Bureau from July 1, 2022, to July 1, 2026; and

WHEREAS, the City of Jackson recently hosted a successful National Folk Festival and is slated to host the National Folk Festival in the years 2026 and 2027; and

WHEREAS, Jackson Convention and Visitor's Bureau had a vital part in the National Folk Festival's success; and

WHEREAS, the Jackson Convention and Visitor's Bureau's participation is necessary for continued success with the hosting of the National Folk Festival in the years 2026 and 2027; and

Agenda Item No. 12
January 13, 2026
(Horhn)

WHEREAS, the Jackson Convention and Visitor's Bureau's existence is also vital to the promotion of tourism and creation of economic opportunities in Mississippi's capital city; and

WHEREAS, the Jackson Convention and Visitor's Bureau also needs adequate funding to support its endeavors; and

WHEREAS, increasing the current tourism tax levied on hotels and motels by 1% and on restaurants by one-half of one percent (.5%) is reasonable.

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

The Mississippi Legislature is urged to pass during the current legislative session local and private legislation which extends the repeal date for the Jackson Convention and Visitor's Bureau's authority from July 1, 2026 until July 1, 2033.

The Mississippi Legislature is urged to pass, during the current legislative session, local and private legislation authorizing an increase in the tourism tax currently levied on hotels and motels by one percent (1%), effective July 1, 2026.

The Mississippi Legislature is urged to pass, during the current legislative session, local and private legislation authorizing an increase in the tourism tax currently levied on restaurants by one-half of one percent (.5%), effective July 1, 2026.

SO RESOLVED by the Jackson City Council on this the 13th day of January 2026.

13

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND DAIGLE LAW GROUP, LLC FOR POLICY DEVELOPMENT, TRAINING, AND LAW ENFORCEMENT POLICY REVISION AND DEVELOPMENT AND COMPLIANCE SUPPORT SERVICES ON BEHALF OF THE JACKSON POLICE DEPARTMENT

WHEREAS, the Jackson Police Department (JPD) requests that the governing authority approve an agreement to allow Daigle Law Group, LLC (DLG) to provide professional policy revision, development, training, and compliance support services for JPD'; and,

WHEREAS, JPD seeks to strengthen its General Orders and policies and will focus on constitutional policing practices, update departmental directives, enhance accreditation readiness, and improve operational transparency through evidence-based standards and legal guidance in conjunction with DLG and,

WHEREAS, JPD has identified DLG, located at 960 South Main Street, Plantsville, Connecticut, 06479, as a qualified public safety consultancy. DLG has extensive experience advising municipal police departments on policy modernization, use of force standards, internal oversight practices, records compliance, and training aligned with nationally-recognized best practices; and,

WHEREAS, the DLG represents that it has the knowledge and expertise to provide services detailed in Exhibit A, which is attached and fully incorporated into the minutes; and,

WHEREAS, the Agreement with DLG directly supports the JPD's operations and furthers the public interest. DLG's services will improve policy clarity, officer training, risk management, and community trust; and,

WHEREAS, the essential terms of the Agreement are as follows:

1. The scope of the work includes: Review and analyze the current and selected policy and procedure manual, the JPD 's General Orders, in operation at the City of Jackson Police Department. Development of policies and procedures that meet common practice in the industry, accreditation standards, and MI legal standards. The DLG shall provide a complete and updated electronic policy manual, in searchable PDF format with links within the Table of Contents and cross-reference links, for the JPD's review and approval;
2. The DLG cannot predict or guarantee the final amount of the bill. The final amount will depend on the total amount of time required to develop, review, and implement new policies and procedures, but shall not exceed forty thousand dollars and zero cents (\$40,000.00);
 - a. INITIAL PAYMENT. No initial payment is required.;

Agenda Item No.13
January 13, 2026
(Jones, Horhn)

b. HOURLY RATE. The City shall pay the DLG for consulting services at the rate of \$200.00 per hour;

3. DLG agrees to provide its completed review and draft materials within 180 days of the date of the last signature on this Agreement. Following delivery and approval of the drafts, the development phase shall commence. The total duration for completion of the entire project, including all phases, shall not exceed 18 months from the date of the last signature on this Agreement.
4. The City shall have the right to terminate services at any time and for any reason by delivering a signed letter notifying DLG of the termination of the Agreement. The City shall remain liable for, and shall pay in accordance with Section 3(D) of this Agreement. The DGL shall retain its right to withdraw from this project at any time, and for any reason (including, without limitation, nonpayment of fees and costs) upon 30 days' written notice to the JPD. Upon such termination, by either party, the DGL shall provide an itemized statement of the fees billed and costs advanced to the date of termination.
5. The DGL agrees to provide conscientious, competent, and diligent services and at all times will seek to achieve solutions which are just and reasonable for the City.

WHEREAS, Miss. Code Ann. § 21-17-5 provides that the governing authorities of every municipality of this state shall have the care, management, and control of the municipal affairs; and,

WHEREAS, in accordance with Provision 3.4 of the City's Procurement Policy, the administration has determined that it is in the City's best interest to award this contract without competition.

IT IS THEREFORE ORDERED that the governing authorities authorize the Mayor to execute the Agreement with Daigle Law Group, LLC for policy development, training, and compliance support services at a rate of \$200.00 per hour, in a total amount not to exceed \$40,000.00 annually.

IT IS FURTHER ORDERED that the Department is authorized to pay invoices received not to exceed \$40,000.00 annually.

IT IS FURTHER ORDERED that the Agreement attached to these minutes is hereby incorporated fully as if recited herein.

Agenda Item: _____
Date: _____
By: Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 31, 2025

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND DAIGLE LAW GROUP, LLC FOR POLICY DEVELOPMENT, TRAINING, AND LAW ENFORCEMENT POLICY REVISION AND DEVELOPMENT AND COMPLIANCE SUPPORT SERVICES ON BEHALF OF THE JACKSON POLICE DEPARTMENT																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention, Quality of Life, Neighborhood Enhancement																														
3.	Who will be affected	The Jackson Police Department																														
4.	Benefits	Improves policy clarity, accreditation readiness, officer training, risk management, and public transparency to strengthen constitutional policing and community trust.																														
5.	Schedule (beginning date)	Upon council approval																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City in General																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																														
8.	COST	Not to exceed 40,000.00 at 200.00 per hour.																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account # 001.442.40.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">ABE</td> <td style="width: 10%;">%</td> <td style="width: 10%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	HBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
ABE	%	WAIVER	yes	no	N/A																											
AABE	%	WAIVER	yes	no	N/A																											
WBE	%	WAIVER	yes	no	N/A																											
HBE	%	WAIVER	yes	no	N/A																											
NABE	%	WAIVER	yes	no	N/A																											



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

(TS) 10/13/25

Date: Monday, October 13, 2025

Re: Agenda Item Daigle Law Group

Please place the attached order and agreement with Daigle Law Group, LLC on the next City Council agenda.

The agreement provides policy development, training, and compliance support to modernize the Jackson Police Department's directives, aligning them with current legal standards and national best practices, enhancing accreditation readiness, and reducing organizational risk.

Services include drafting and updating policies, delivering training to command and line personnel, issuing legal bulletins on relevant case law, advising on public records compliance, and providing on-call support to the Chief and command staff for policy interpretation and implementation.

Procurement is authorized under the City of Jackson Personal and Professional Services Procurement Policy, August 2, 2024, Section 3.4, based on the specialized nature of the services and the time sensitivity of this work.

Compensation is \$200 per hour, with a not-to-exceed amount of \$40,000.

Approval is requested to place this item on the agenda and to authorize the mayor to execute the agreement.

TDJ/mxo

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND DAIGLE LAW GROUP, LLC FOR POLICY DEVELOPMENT, TRAINING, AND LAW ENFORCEMENT POLICY REVISION AND DEVELOPMENT AND COMPLIANCE SUPPORT SERVICES ON BEHALF OF THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicovsky, Deputy City Attorney

 11/5/25
Date

11/5/25

AGREEMENT TO FOR CONSULTING SERVICES

This Agreement is made between the **City of Jackson Police Department** ("**City**" or "**JPD**") whose address is: 327 E Pascagoula Street Jackson, Mississippi, 39205 and **Daigle Law Group, LLC** ("**DLG**"), whose address is: 960 South Main Street, Plantsville, Connecticut, 06479.

1. **SERVICES TO BE PROVIDED.** The City agrees that DLG, Attorney Eric P. Daigle, the Law Firm, and its contractors will conduct Consulting Services for the City of Jackson, Mississippi Police Department.

The scope of the work includes: Review and analyze the current and selected policy and procedure manual, the JPD's General Orders, in operation at the City of Jackson Police Department. Development of policies and procedures that meet common practice in the industry, accreditation standards and MI legal standards. The DLG shall provide a complete and updated electronic policy manual, searchable PDF format with links within the Table of Contents and cross-reference links, for the JPD's review and approval.

2. **ADDITIONAL SERVICES.** If the City wishes to procure any other services, which may or may not be related to the above matter, the City and the DLG agree such expansion of the scope must be made by new agreement or addendum to provide the other services.
3. **FEES.** The DLG cannot predict or guarantee the final amount of the bill. The final amount will depend on the total amount of time required to develop, review and implement new policies and procedures but shall not exceed forty thousand dollars and zero cents (\$40,000.00).

- a. **INITIAL PAYMENT.** No initial payment is required.

- b. **HOURLY RATE.** The City shall pay the DLG for consulting services at the rate of \$200.00 per hour.

- c. **ALL SERVICES WILL BE BILLED.** The City will be billed at the hourly rates set forth in paragraph 3b for all services rendered within the scope of this Agreement. These services include: reviewing the current JPD General Orders and developing and drafting revised or new policies and procedures. Also, telephone calls, reviewing documents, analysis of information, participation in conferences, as well as any other service relating to this matter.

- d. **COSTS, EXPENSES, AND PAYMENT.** In addition to fees, the City will pay all reasonable costs and expenses directly related to the policy revisions, development, and consultant services described in Section 1 of this Agreement. The City shall remain liable for, and shall pay in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Miss. Code Ann. § 31-7-305(2), *et seq.*, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The DLG's invoices shall be submitted to the City using the processes and procedures identified by the City. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and DGL shall remain responsible and liable for full performance after the invoice date. The DGL understands and agrees that the City of Jackson is exempt from the payment of taxes and that the City shall pay the fees set forth herein.

4. TERM AND DELIVERABLES. DLG agrees to provide its completed review and draft materials within 180 days of the date of the last signature on this Agreement. Following delivery and approval of the drafts, the development phase shall commence. The total duration for completion of the entire project, including all phases, shall not exceed 18 months from the date of the last signature on this Agreement.
5. TERMINATION. The City shall have the right to terminate services at any time and for any reason by delivering a signed letter notifying DLG of the termination of the Agreement. The City shall remain liable for, and shall pay in accordance with Section 3(d) of this Agreement. The DGL shall retain its right to withdraw from this project at any time, and for any reason (including, without limitation, nonpayment of fees and costs) upon 30 days' written notice to the JPD. Upon such termination, by either party, the DGL shall provide an itemized statement of the fees billed and costs advanced to the date of termination.
6. NO GUARANTEE. The DGL agrees to provide conscientious, competent, and diligent services and at all times will seek to achieve solutions which are just and reasonable for the City.
7. THE CITY'S RESPONSIBILITY. The City shall fully cooperate with the DLG and provide all information relevant to the issues involved in the scope of this Agreement, subject to applicable laws on disclosure.
8. PRIVACY POLICY. DLG will hold all information the City and the JPD provides in the strictest of confidence unless required to provide information in accordance with an order from a court of competent jurisdiction or other governmental agency or other legal process with jurisdiction. The City acknowledges that DLG may provide view-only access and summary information to the City's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. The DLG agrees to utilize industry standards to ensure the confidentiality related to internet transmissions. However, the City acknowledges and agrees that Internet data transmission is not always 100% secure and DLG does not warrant or guaranty that information the City transmits utilizing the DLG system or online platform is 100% secure.
9. CONFIDENTIALITY. To the extent required by any applicable public records requests, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business subject to the following conditions: If a public records request is made for any information provided to the Company, pursuant to the Agreement, the Company 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 disclosures of information required by court order or required by law. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement if not superseded by any State of Mississippi laws requiring or permitting retention.

10. POLICY REVIEW. The City hereby acknowledges and agrees that any and all policies included in the Material provided by DLG have been individually reviewed and customized for its use. The City further acknowledges and agrees that neither DLG nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense and that the City's designee will, for all purposes, be considered the "policy maker" with regard to each and every such policy. In developing the policies, DLG has made a good faith effort to comply with all applicable statutes, case law, and industry standards in effect at the time such Materials are provided to the City.
11. RESPONSIBILITY. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.
12. LIMITATION OF RESPONSIBILITY. DLG's responsibility under this Agreement is limited solely to the accuracy and completeness of the policies and materials ("Materials") as originally provided to the City. The City acknowledges that once the Materials are received, any review, alteration, modification, adoption, or implementation of such Materials is the sole responsibility of the City. DLG shall not be responsible or liable for any claims, damages, or liabilities arising from the City's modification, interpretation, or application of the Materials, or from any act or omission by the City or its personnel in implementing such policies. Nothing in this Agreement shall be construed as a waiver of, or limitation upon, any rights, claims, or remedies that the City may have under applicable law or the Mississippi Constitution.
13. MISCELLANEOUS.
- a. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Mississippi without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
 - b. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of either party, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by either party, and shall not be considered binding on either party unless specifically agreed to in writing by it.
 - c. Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.
 - d. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

e. Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

f. Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation if determined by a court of competent jurisdiction.

g. General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity

h. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

i. Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

j. Waiver. DLG's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

k. Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement that require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

l. Conflict of Interest. This Agreement is subject to Miss. Code Ann. § 25-4-101. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the Company is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

m. Compliance with Laws. Parties shall comply with all applicable laws under the State of Mississippi, and all local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Any references to the Customer waiving any cause of action it may have against Company or any other party as a result of Company's breach of the contract, or Company's own negligence or willful misconduct or the negligence or willful misconduct of Company's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., *Clark* (June 7, 2002); Miss. AG Op., *Chamberlin* (Oct. 18, 2002).

Any references to the Customer limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., *Clark* (June 7, 2002); Miss. AG Op., *Chamberlin* (Oct. 18, 2002).

n. Authority. Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign or the date on page one, whichever is later:

FOR: the City of Jackson

FOR: DLG

Signature

Signature

Name: John Horhn

Name: Eric P. Daigle

Title: Mayor, City of Jackson

Title: _____

Date: _____

Date: _____

**PROPOSAL FOR SERVICES
POLICE CONSULTANT SERVICES**

**FOR THE
JACKSON MS POLICE DEPARTMENT**



DLG
DAIGLE LAW GROUP, LLC

**PROPOSAL PRESENTED BY
ERIC P. DAIGLE, ESQ.**

**DAIGLE LAW GROUP, LLC
P.O. BOX 123, SOUTHTON, CT 06489
(860) 270-0060
WWW.DAIGLELAWGROUP.COM**

Proposal for Services
POLICE CONSULTANT SERVICES

A. DLG Consulting Services

Daigle Law Group, LLC, Attorney Eric P. Daigle submits a proposal for Police Consulting Services for the Jackson MS Police Department. The Daigle Law Group, LLC (hereinafter "DLG"), incorporated in the State of Connecticut, is a law firm that takes great pride in providing our clients with specialized, focused representation. We provide police practices consultation to law enforcement agencies across the country in the area of operational liability, with an emphasis on policies, operations, and investigations. DLG focuses on police best practices, specifically in the areas of policy development, training, investigation, and operations.

Introduction:

A police department's policies and procedures provide the agency with core liability protection. Policies that are comprehensive and current are the backbone of effective and constitutional policing. It is not enough, however, to simply have sound policies. Officers must be trained on the policies, supervisors must hold officers accountable, and, when the policies are violated, a sound disciplinary process should be engaged.

A Police Department's policies and procedures shall reflect and express the Department's core values and priorities, while providing clear direction to ensure that officers lawfully, effectively, and ethically carry out their law enforcement responsibilities. Daigle Law Group, LLC developed the DLG Policy Center to meet the increasing need of Police Departments all across the United States. We are dedicated to working with Departments to develop sound, effective policies based on constitutional accreditation standards. Daigle Law Group operates under a philosophy that every Police Department is unique in its operation and structure. We work with Police Departments to mold proper standards into the operation and structure of the individual agency. Our clients range in size from small to very large departments, each with unique challenges.

Law enforcement operational standards dictate that police departments develop and maintain sound and proper policies and procedures. Utilizing the expertise of Attorney Eric Daigle, and a team of experts in law enforcement operations, we work with clients to analyze the risks associated with their current policies. Through a process of examination and analysis, we identify areas of risk and work to develop sound policies based on the principles of common law enforcement standards. We encourage members of the department, who are the subject matter experts, to be involved in every aspect of the process to ensure not only that the policies are sound, but that personnel understand and have confidence in them. We can review and revise individual department policies or conduct a complete policy manual review and revision. The Daigle Law Group is committed to work with the command staff of any police department to ensure that its policies meet the standards of effective and constitutional policing.



Proposal for Services
POLICE CONSULTANT SERVICES

B. Scope of Police Practices Consultant Services

As a Police Practices Consultant, Attorney Daigle provides resources and guidance to police organizations and management in multiple areas of law enforcement operation. Daigle Law Group, LLC is dedicated to forming a partnership with the management of the Jackson Police Department and the Town of Jackson to identify and maintain a proper standard of law enforcement operation.

Daigle Law Group, LLC, through its principal Attorney Daigle provides the following proposed approaches, capabilities, and experiences in the following areas:

1. Department Policy and Procedure Development

Attorney Daigle has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

a. Approach

Through our process police departments are encouraged to mold the policy standards into their unique operational structure and practice. The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. Our consultants will work with the department, utilizing the input from various department resources, to produce a model set of policies for consideration. We will then work with the department to modify the policies to meet the operational needs of the agency without undermining liability protections. Once complete, we will assist the department in providing training on the updated policies and maintaining effective updates on the policies.

DLG proposes the following methodology and dissemination process for development of policies. The process of policy development for the proposed options will maintain the same methodology.

1. DLG will review and analyze the current policy and procedure manual in operation at the Jackson Police Department.
2. DLG will utilize its model policies that meet the national standards including legal standards, Consent Decree and review of national accreditation standards in the form of model Policies and common police practices.
3. Utilizing subject matter experts and legal counsel the policies will be developed to meet MS law, court rulings, and state statutes.



Proposal for Services
POLICE CONSULTANT SERVICES

4. The draft policies will be provided to the Jackson Police Department for review and approval.
5. A word version of the sample policies will be provided to the Jackson Police Department with guidance and instruction for final development and implementation. This must occur with an accountability mechanism to ensure that the version provided can be proven later if litigation occurs. The DLG Policy Center only uses PowerDMS as our document management software and an initial subscription will be purchased with this project.
6. After initial dissemination, a maintenance option will be provided for continuous evaluation of the policies and procedures based on Appellate and Supreme Court rulings, State Statutes, risk management practices and current law enforcement incidents.

We believe that every police department is unique. Therefore, it has long been the DLG methodology that if you only provide a police department with a set of model policies, and nothing more, you will only put a Band-Aid on future liability issues. The reason is that departments with limited skills and knowledge set may not properly implement the liability protector.

b. Capabilities and Experience

Attorney Daigle and the DLG Policy Center, a division of Daigle Law Group, LLC, currently works with multiple police departments around the Country and in Connecticut to review, revise, and develop new department policies. Attorney Daigle and the Consultants have worked on projects with agencies under Federal and State Consent Decrees to revise and implement new policies, which govern high liability and high frequency incidents. Attorney Daigle currently works with multiple departments to develop and implement policy and improve their operational management, including: Yale University Police Department, New Milford Connecticut Police Department, Middletown Connecticut Police Department, Westport Police Department, Greenville South Carolina Police Department, Lavonia Michigan Police Department, Niagara Falls New York Police Department, Puerto Rico Police, Anchorage Alaska Police Department, and Wichita Kansas Police Department, to identify a few.

c. Timetables

Prior experience with full policy manual revisions has shown that a minimum of twelve (12) to eighteen (18) months is necessary to achieve completion. This figure incorporates the time necessary for both the police department and the consultants to find the best fit for the department, while maintaining the appropriate level of police practices.



Proposal for Services
POLICE CONSULTANT SERVICES

Additional time may be required, however, if issues such as union objection or legal oversight processes delay the process.

This project will be completed in stages. Stage one will include reviewing the current policies of Police Department, re-organizing and structuring policy index and developing new the Jackson policies using the DLG Model Policies. The Department will take delivery of approximately 110-135 developed policies for their review. An Index of the anticipated policies can be found in Attachment A to this proposal. Stage two will include editing and finalizing the policies and Stage three will be meeting accreditation standards,

d. Price

Prices for these services are detailed in Section C below.

2. General Police Practices Consulting Services

a. Approach

Attorney Daigle and his consultants have extensive experience working with departments as police practices consultants. The scope of this advisement includes:

- Meet the requirements of the MS Accreditation
- Revising, developing, implementing, and maintaining policies and training required by common police practices standards;
- Providing recommendations and guidance to implement and meet the standards of common police practices and Consent Decree requirements;
- Monitoring the department's field procedures and operations to assure implementation and compliance with common police practices and Consent Decree requirements, to include review of Internal Affairs investigations, use of force investigations, and stop and frisk standards;
- Working with the Chief of Police and department members to develop, update, and change operational standards; and
- Participating in the review of high liability field situations, including those involving the use of force and deadly force incidents.

b. Capabilities and Experience

Attorney Daigle has extensive experience providing police practices consulting to police departments. These include work in Federal and State Consent Decrees and Operational Management Studies.



Proposal for Services
POLICE CONSULTANT SERVICES

Our experience includes:

- Working as law enforcement officers and executives responsible for the development, implementation, management, and evaluation of policies and procedures;
- Providing expert assistance to a variety of law enforcement agencies on policing issues, including use of force policies, procedures and training, stop and detentions, community policing, complaint systems, disciplinary systems, investigations, and accountability mechanisms;
- Designing and implementing programs to correct systemic deficiencies in law enforcement agencies;
- Addressing legal issues specific to law enforcement;
- Monitoring and consulting with departments in responding to crisis situations following police shootings and other significant uses of force, and making the difficult judgments about the propriety of particular uses of force;
- Assisting in investigations of cases involving alleged excessive use of force;
- Working with government officials, police unions, and community groups on a variety of policing issues;
- Working with the U.S. Department of Justice investigating law enforcement agencies with systemic civil rights violations;
- Participating in public policy and criminal justice research to assess the impact of management systems on police integrity and police use of force;
- Designing and implementing leadership development programs to ensure that supervisors have the tools, ability, and will to uphold policies and procedures related to use of force and police integrity; and
- Compliance monitoring of law enforcement agencies.

c. Price

Police Practices Consulting will be conducted at an hourly rate. Prices for these services are detailed in Section C below.



Proposal for Services
POLICE CONSULTANT SERVICES

C. Police Practices Consultant – Costs and Expenses

The most difficult part of this proposal is identifying the costs associated with completion of the requested scope of service. DLG will provide an itemized monthly invoice detailing all services rendered.

1. Policy Development:

The hourly rate for Attorney Daigle and consultants will be \$200 an hour. *Based on our experience, the revision of a complete Policy Manual takes approximately 12 - 18 months, and we anticipate the cost to be **approximately** \$40,000 to complete.

*Please note: The client understands this is only an estimate and could be based more or less on the project's difficulty and the hours necessary to complete it.

2. Police Practices Consulting:

Consulting services including accreditation consulting will be provided at the request of the Chief of Police on an as needed project basis for a rate of \$200 dollars an hour.

D. Consultant Qualifications



Proposal for Services
POLICE CONSULTANT SERVICES

DLG brings to bear a wide breadth of experience that will facilitate a high-quality evaluation and provide effective technical assistance to the Jackson Police Department.

Attorney Daigle will serve as the point of contact between DLG and the Parties. In our experience, when assessing policy and procedure, working as a collaborative team yields the most positive results.

Eric P. Daigle:



Mr. Daigle is an attorney whose primary area of expertise is in civil litigation in both federal and state court with an emphasis on municipalities and municipal clients in civil rights actions, including police misconduct litigation. After serving with the Connecticut State Police, Mr. Daigle practiced with the firm of Halloran & Sage, LLP as an attorney in the Police Defense Group. In 2010, after eight years of litigation experience, Mr. Daigle incorporated Daigle Law Group, LLC, which specializes in Law Enforcement Operations. Mr. Daigle currently serves as member of the Federal Independent Monitoring Team for the City of Oakland Police Department, California. He has served as a member of the Independent Monitoring Team for the Niagara Falls Police Department, NY Consent Decree, brought by the State of New York. As a lawyer with civil rights and law enforcement experience, Mr. Daigle brings to his position both the police perspective and the civil rights perspective when examining all compliance tasks. It is his position that all problem-solving strategies must make sense from both of these perspectives.

Mr. Daigle works as a consultant and expert witness for law enforcement pattern and practice abuse. He has worked as a Police Practices Consultant for the Virgin Islands Police Department and the Puerto Rico Police Department, which are under a Federal Consent Decree by the U.S. Department of Justice. Mr. Daigle acts as a consultant with multiple departments across the country to revise and develop department policies; provide daily operational legal advice; evaluate and revise use of force and internal affairs operations; accreditation standards and employment operations procedures.

Mr. Daigle is a law enforcement trainer presenting across the country on topics such as agency liability, supervision, and management. He serves as general counsel for the FBI Law Enforcement Executive Development Association and conducts internal affairs training for the association. He is well-versed in best practice standards for use of force and internal affairs. Mr. Daigle is the Vice Chairman of the Legal Officers Section of the International Association for the Chiefs of Police (IACP). He is also an active member of the IACP Civil Rights Committee.

ATTACHMENT A



Proposal for Services
POLICE CONSULTANT SERVICES

JACKSON MS POLICE DEPARTMENT
POLICIES AND PROCEDURES
INDEX

CHAPTER 1 - DEPARTMENT ROLE AND AUTHORITY

<u>Section</u>	<u>Subject</u>
1.01	Law Enforcement Function
1.02	Limits of Authority
1.03	Written Policy System
1.04	Jurisdiction and Mutual Aid
1.05	Harassment and Discrimination
1.06	Strip and Body Cavity Searches
1.07	Investigatory Stop Policy
1.08	H.R. 218
1.09	Bias-Based Policing

CHAPTER 2 – ORGANIZATION AND MANAGEMENT

<u>Section</u>	<u>Subject</u>
2.01	Department Organizational Structure
2.02	Goals and Objectives
2.03	Unity of Command/Span of Control
2.04	Authority and Management
2.05	General Management and Administration
2.06	Recording Police Officers
2.07	Line and Staff Inspections
2.08	Public Information – Media Relations
2.09	Uniform Standards and Dress Code
2.10	Reserve Police Officers
2.11	Fiscal Management

CHAPTER 3 – RULES OF CONDUCT



Proposal for Services
POLICE CONSULTANT SERVICES

<u>Section</u>	<u>Subject</u>
3.01	Use of Force – General
3.02	Electronic Control Weapon
3.03	Chemical Agents
3.04	Impact Weapons
3.05	Reporting and Investigating Force
3.06	Pursuit Policy
3.07	Firearms Policy
3.08	Patrol Rifles
3.09	Canine Policy

CHAPTER 4 – DISCIPLINARY PROCEDURES

<u>Section</u>	<u>Subject</u>
4.01	Citizen Complaint
4.02	Investigation of Misconduct and Citizen Complaints
4.03	Disciplinary Policy
4.04	Off Duty Action Policy
4.05	Grievance Procedures
4.06	Employee Drug Testing Policy
4.07	Alcohol & Substance Abuse
4.08	Use of Medical Marijuana
4.09	Officer Involved Domestic Violence
4.10	Electronic Monitoring Policy

CHAPTER 5 – PATROL FUNCTIONS

<u>Section</u>	<u>Subject</u>
5.01	Patrol Administration
5.02	Vehicle Operations
5.03	Equipment
5.04	Lost or Missing Persons Complaint
5.05	Family Violence Investigations



Proposal for Services
POLICE CONSULTANT SERVICES

5.06	Mentally Ill and Homeless Individuals
5.07	Arrest Processing
5.08	Traffic Accident Investigations
5.09	Traffic Enforcement
5.10	Securing Prisoners
5.11	Prisoner Transportation
5.12	Mobile Data Computers
5.13	Americans with Disabilities Act
5.14	Social Media
5.15	Report Writing
5.17	Intoxicated Individuals
5.18	Body Worn/Mobile Cameras
5.19	Transporting Civilians
5.20	Towing Motor Vehicles
5.21	Abandoned Motor Vehicles
5.22	Radio Procedures
5.23	Dignitaries and VIP Security

CHAPTER 6 – INVESTIGATIVE FUNCTIONS

<u>Section</u>	<u>Subject</u>
6.01	Criminal Investigation Administration
6.02	Criminal Investigation Operation
6.03	Collection of Evidence – Administration
6.04	Collection of Evidence – Operations
6.05	Property and Evidence Control
6.06	Youth Investigations
6.07	Sexual Assault Investigations
6.08	Confidential Informants
6.09	Eyewitness Identification
6.10	Child Abuse Investigation
6.11	School Resource Officer
6.12	Narcotics Investigations
6.13	Crime Prevention
6.14	Victim/ Witness Assistance – Administration
6.15	Victim/Witness Assistance – Operations



Proposal for Services
POLICE CONSULTANT SERVICES

6.16 Death Notifications

CHAPTER 7 – SPECIAL OPERATIONS

<u>Section</u>	<u>Subject</u>
7.01	Special Response Team & Hostage Negotiations Team
7.02	Hazardous Devices
7.03	Unusual Occurrences
7.04	Crowd Management and Control
7.05	Critical Incident Management

CHAPTER 8 – PERSONNEL

<u>Section</u>	<u>Subject</u>
8.01	Recruitment
8.02	Selection
8.03	Promotion
8.04	Performance Evaluations
8.05	Pregnancy
8.06	FMLA policy
8.07	Military Leave
8.08	Line of Duty Deaths
8.09	Secondary Employment
8.10	Awards and Commendations
8.11	Time Cards
8.12	Scheduling
8.13	Workers Compensation
8.14	Part Time and Auxiliary Officers

CHAPTER 9 - TRAINING AND SELECTIONS



Proposal for Services
POLICE CONSULTANT SERVICES

<u>Section</u>	<u>Subject</u>
9.01	Training – Administration
9.02	Academy Training
9.03	Training Instructors
9.04	Recruit Training
9.05	In-service, Roll Call, and Advanced Training
9.06	Civilian Training
9.07	Career Development

CHAPTER 10 – SUPPORT AND TECHNICAL SERVICES

<u>Section</u>	<u>Subject</u>
10.01	Legal Process – Records
10.02	Legal Process – Criminal Process
10.03	Communications – Administration
10.04	Communications – Procedures
10.05	Portable Radios
10.06	Dispatch Center and Operation
10.07	Logging Recorder
10.08	Records Management
10.09	Freedom of Information
10.10	Parking Tickets
10.11	Traffic Stop Statistics



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

Via: Tyree D. Jones, Interim Chief of Police *(TS) 10/22/25*

Jillian Caldwell, Chief Financial Officer

Pieter Teeuwissen, Chief Administrative Officer

Drew Martin, City Attorney

From: Michael X. Outland, Sr., Captain, Professional Standards *M.O 10-22-2025*

Date: Wednesday, October 22, 2025

Re: Exception to City Procurement Policy to Retain Daigle Law Group, LLC for Policy Consulting Services

This memorandum requests approval for an exception to City procurement policy to enter into a consulting agreement with Daigle Law Group, LLC, to support the comprehensive update and modernization of the Jackson Police Department General Orders and related directives.

The Jackson Police Department is executing a full policy modernization initiative. Daigle Law Group will review current policies, draft replacements aligned with best practices, case law, and accreditation standards, and provide advisory support to ensure timely and orderly adoption. JPD remains the policymaker. The consultant provides advisory and drafting support only.

This request is submitted under the City of Jackson Personal and Professional Services Procurement Policy, Section 3.4 Exceptions to Policy, which allows an award without competition when it is in the City's best interests and requires written approvals from the Department Director, City Attorney, Chief Financial Officer, Chief Administrative Officer, and Mayor.

Daigle Law Group focuses on law enforcement policy development and risk management, a niche service not readily available through routine procurement of general consulting.

Accelerating policy updates reduces organizational risk and improves training, supervision, and accountability outcomes that support public safety.

Continuity and control. The engagement preserves City control over policy content and adoption while securing expert drafting and legal alignment support.

Services are billed at two hundred dollars per hour plus reasonable costs and expenses. A not-to-exceed amount of Fifty Thousand Dollars (\$50,000) is requested for encumbrance to manage budget exposure. Funding will be from JPD operating funds, account code 001.442.40.6419, subject to standard financial controls.

The agreement includes provisions regarding confidentiality, indemnification, limitation of liability, and notice. All policies will be reviewed and adopted by the JPD in accordance with City procedures. The City Attorney will complete the form and conduct a review of its legality before it is placed on the agenda.

Approve an exception to City procurement policy to retain Daigle Law Group, LLC for policy development consulting services as outlined.

Place this matter on the City Council agenda and approve the Consulting Agreement in an amount not to exceed Fifty Thousand Dollars (\$50,000), funded by account code 001.442.40.6419.

Authorize the Mayor to execute the Consulting Agreement and any related documents upon City Council approval and authorize the Chief Financial Officer to encumber funds accordingly.

Attachments

A. Consulting Agreement DLG (Jackson, MS).pdf


John Hohn, Mayor

12/29/25
Date


Lyle D. Jones, Interim Chief of Police

10/20/25
Date


Julian Caldwell, Chief Financial Officer

12/22/25
Date


Pieter Teeuwissen, Chief Administrative Officer

11.4.25
Date


Drew Martin, Interim City Attorney

10/31/25
Date

14

OFFICE OF THE CITY ATTORNEY
Chesley

**ORDER RATIFYING PAYMENT TO UPCHURCH
SERVICES, LLC PURSUANT TO THE EMERGENCY
DECLARATION FOR THE DEPARTMENT OF
INFORMATION TECHNOLOGY**

WHEREAS, on October 11, 2025, the air conditioning unit stopped working in the building that houses the City's internet and data storage servers; and,

WHEREAS, due to the immediate threat to the preservation of public order and health at the Department of Information Technology, the Department consulted with the Care and Maintenance Division of the Department of Public Works to act swiftly to minimize discomfort of personnel who work in the building and disruption of operations within the facility that stores the City's data by authorizing Upchurch Services, LLC to evaluate and perform repairs; and,

WHEREAS, the malfunction was first observed on October 11, 2025, and immediate troubleshooting efforts were set in place to resolve the issue. Upchurch Services, LLC, Post Office Box 709, Horn Lake, Mississippi 38637, assessed the problem and found the unit not running properly; and,

WHEREAS, in accordance with Miss. Code Ann. § 31-7-13(k), the City submits to the governing authorities an emergency declaration, a copy of which is attached to this Order and made part of these minutes; and,

WHEREAS, at the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority. Upchurch Services, LLC has presented Invoice No. 20029 dated December 02, 2025 for \$8,357.57; and,

WHEREAS, the Department of Information Technology has complied with the requirement set forth in 31-7-13(k) and recommends that the governing authority for the City of Jackson authorize payment as set forth in this Order.

IT IS THEREFORE ORDERED AND HEREBY APPROVED AND RATIFIED that the sum of \$8,357.57 be paid to Upchurch Services, LLC, in accordance with the respective invoice for goods and services received under the emergency procurement authorization.

Agenda Item No. 14
January 13, 2026
(Slater, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET (SLATER, HORHN)
DATE December 17, 2025

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER APPROVING THE PAYMENT OF INVOICE #20029 SUBMITTED BY UPCHURCH SERVICES, LLC FOR EMERGENCY REPAIR OF AIR CONDITIONING UNIT LOCATED AT 353 SOUTH CONGRESS STREE WHICH IS THE LOCATION OF THE 911 COMMUNICATIONS FIVISION AND THE DEPARTMENT OF INFORMATION TECHNOLOGY
2.	Purpose	Order approving payment of outstanding invoice of Upchurch for emergency AC repair
3.	Who will be affected	City of Jackson and employees assigned to work at 353 S Congress St
4.	Benefits	AC repaired with minimum disruption to 911 and technology operations
5.	Schedule (beginning date)	Serviced Performed October 2025
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	353 S Congress St Jackson MS location of repair
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology
8.	COST	\$8,357.57
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services-004.904.00.6419
10	EBO participation	ABE _____ % WAIVER yes ____ no ____ N/A <u> X </u> AABE _____ % WAIVER yes ____ no ____ N/A <u> X </u> WBE _____ % WAIVER yes ____ no ____ N/A <u> X </u> HBE _____ % WAIVER yes ____ no ____ N/A <u> X </u> NABE _____ % WAIVER yes ____ no ____ N/A <u> X </u>

MEMORANDUM

Date: December 17, 2025

From: Nathan Slater, IT Director

Subject: Emergency Professional Service Agreement Upchurch Services, LLC

The Department of Information Technology through Care and Maintenance utilized professional services with Upchurch Services, LLC, a Mississippi-based company, to carry out an emergency repair of the air conditioning system. The air conditioning unit cools the city's technology infrastructure. Given the urgency of the situation, Care and Maintenance outsourced the repair cost \$8,357.57, which includes replacing feeder tubes, TXV and filter drier, replacement of parts, labor costs. Upchurch Services LLC completed the repair on October 16, 2025.

NS/DS

004.904.00.6419

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO UPCHURCH SERVICES, LLC**
PURSUANT TO THE EMERGENCY DECLARATION FOR THE DEPARTMENT
OF INFORMATION TECHNOLOGY is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

12/23/25
Date

Sondra Moncure, Special Assistant 

Chelsea Chicosky, Deputy City Attorney II 



P.O. Box 709
Horn Lake, MS 38637
(901) 388-0333

Bill To

City of Jackson
Information Technology Systems
353 S Congress St
Jackson, MS 39201 US

Invoice 20029

Dec 2, 2025

Job Number J11579
PO Number
Payment Terms Net 30

Total Due \$8,357.57
Due Date Jan 1, 2026

CUSTOMER NAME

City of Jackson Information Technology Systems

PROPERTY NAME

Information Technology Systems

PROPERTY ADDRESS

353 S Congress St
Jackson, MS 39201

AUTHORIZED BY

Bobby Washington

CUSTOMER WO

NTE

Invoice Summary

Scope of Work:

1. Check Liebert unit.
2. Assist technician Damion with inspection.
3. Inspect solenoid valve and TXV.
4. Recover refrigerant and remove panels from unit.
5. Remove TXV feeder tubes, filter drier, and solenoid.
6. Replace feeder tubes, TXV, and filter drier.
7. Pull vacuum on the unit.
8. Charge unit with Freon.

Resolution:

1. Found bad TXV and solenoid stem; unit not running properly.
2. Identified solenoid valve stuck open and bad TXV causing unit to dump heat.
3. Recovered refrigerant, removed panels, and disassembled the system.
4. Replaced feeder tubes, TXV, and filter drier.
5. Pulled vacuum and charged unit with 17 lbs of Freon.
6. Verified unit running properly at this time.

Labor

\$4,986.91

Parts & Materials

\$3,370.66

Taxable Subtotal	\$0.00
Sales Tax Rate	0%
Tax Amount	\$0.00
Total	\$8,357.57

Terms of Service

By accepting this invoice, the customer agrees to the following terms and conditions:

1. **Payment Terms** – Payment is due within thirty days of the invoice date unless otherwise agreed in writing. Late payments will incur a fee of 1.5% per month, which will be added to the total outstanding balance.
 2. **Credit Card Processing Fee** – Payments made via credit card will incur a processing fee of 3%, which will be added to the total invoice amount.
 3. **Scope of Work** – The services provided are outlined in the attached invoice. Any additional work requested beyond the agreed scope will require separate approval and may incur additional charges.
 4. **Warranty & Liability** – Services and Installations are covered under the manufacturer's warranty where applicable. Upchurch provides a limited workmanship warranty. Upchurch is not responsible for damages resulting from misuse, neglect, or third-party interference.
 5. **Limitation of Liability** – Upchurch is not liable for indirect, incidental, or consequential damages arising from service or product use.
 6. **Dispute Resolution** – Any disputes must be addressed in writing within 15 days of service. Every effort will be made to resolve disputes amicably.
- By making payment, the customer acknowledges and agrees to these terms.

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

Due to extensive HVAC system damage, the Department of Information Technology facility faces significant structural and operational issues. These deteriorating conditions have created unsafe and untenable working environments for IT personnel and the public. Immediate action is required to prevent further damage, ensure safety, and maintain essential IT operations.

HVAC System Malfunctions and Impact:

The precinct's HVAC system is in severe disrepair, leading to multiple operational and health-related concerns:

- **Inadequate Climate Control:** The failing system has resulted in extreme temperature fluctuations within the building, making it difficult for personnel to work in a comfortable and safe environment.
- **Poor Air Quality:** The malfunctioning HVAC system cannot regulate air circulation effectively, leading to stagnant air, excessive humidity, and potential mold growth, which can cause respiratory issues and other health complications.
- **Equipment Malfunction:** Sensitive IT technology, including computers, communication systems, and electronic data storage, is susceptible to overheating or damage due to uncontrolled temperature conditions.
- **Health and Safety Concerns:** staff are at an increased risk of heat exhaustion in the summer and exposure to cold temperatures in the winter, which can impact on their overall well-being and job performance.

Operational and Public Safety Consequences:

The combined effects of the failing HVAC system have far-reaching consequences for IT operations:

- **Disrupted IT Functions:** Unsafe and uncomfortable working conditions hampered essential tasks such as finance reporting, support services operations, and network and servers.
- **Risk to Public Interactions:** The unsafe environment may deter City of Jackson Staff from visiting the Department of Information Technology for assistance.
- **Liability and Compliance Issues:** Continued neglect of these mechanical issues could result in non-compliance with occupational safety and health regulations, potentially leading to legal liabilities for the city.

Upchurch has submitted an invoice to repair the AC unit of the Department of Information Technology in the amount of \$8,357.57.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the acceptance of invoice #20029 from Upchurch in the amount of \$8,357.57 to repair the HVAC system at the Department of Information Technology, pursuant to Section 31-7-13 of the Mississippi Code Annotated of 1972, as amended.

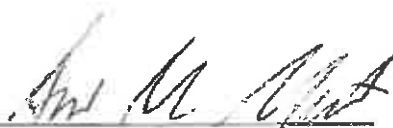
As background information to assist in your determination that an emergency exists, Facilities Manager Stanley Arnold has assessed the location and concurred that immediate repairs are needed by the Department of Information Technology. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.



Nathan Slater
Director, Department of Information Technology


12-22-25
Date

II. REVIEWED AND APPROVED



Drew Martin
City Attorney

12/22/25
Date



Jillian Caldwell
Chief Financial Officer

12-22-25
Date



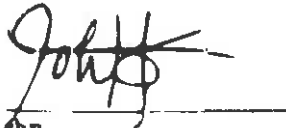
Pieter Teeuwissen
Chief Administrative Officer

12-22-25
Date

III. DECLARATION OF EMERGENCY

I hereby determine that the immediate threat to the sustainability and functionality of the Department of Information Technology and the delay incident in obtaining competitive bids to obtain public safety software could cause an adverse impact upon the City of Jackson, Mississippi, and citizens constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and that a contract to obtain public safety software, hardware, and implementation services are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According to this request is approved, effective Dec. 22, 2025.



John Horton
Mayor

12/22/2025
Date



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name

UPCHURCH SERVICES, LLC

Name Type

Legal

Business Information

Business Type: Limited Liability Company

Business ID: 720634

Status: Good Standing

Effective Date: 07/31/2002

State of Incorporation: Mississippi

Principal Office Address: 1792 Dancy Boulevard
Horn Lake, MS 38637

Registered Agent

Name

Cogency Global Inc.
248 E CAPITOL STREET, SUITE 840
JACKSON, MS 39201

Officers & Directors

Name

UP Intermediate II LLC
2606 Baldwin Road
Greenwood, MS 38935

Title

Member

15

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND THE SALVATION ARMY FOR THE USE OF 2024 EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PROVIDE HOMELESS PREVENTION AND EMERGENCY SHELTER (ALL WARDS).

WHEREAS, the Department of Planning and Development is recommending that the mayor be authorized to execute a contract with the Salvation Army, a Georgia Corporation qualified to do business in the State of Mississippi, to provide homeless prevention and emergency services; and

WHEREAS, on August 13, 2024, the City Council adopted an Order authorizing the mayor to submit the City of Jackson's 2024 One-Year Action Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

WHEREAS, the ESG component of the 2024 Annual Action Plan allocated funding for undetermined public service organizations for the 2023-2024 funding year; and

WHEREAS, the performance period for utilization of the ESG funds allocated commenced on November 27, 2024 and ends on November 26, 2026; and

WHEREAS, after evaluating an application submitted by the Salvation Army, the Department of Planning and Development recommends that the Salvation Army be awarded the sum of \$25,000.00; and

WHEREAS, the proposed agreement with the Salvation Army accompanies this order and is incorporated as if fully reprinted; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the contract.

IT IS ORDERED that an agreement may be executed with the Salvation Army for the use of ESG funds not to exceed \$25,000.00.

IT IS ORDERED that the contract with the Salvation Army is incorporated and included in this order as if fully reprinted, and the clerk of council shall ensure that the agreement is included in the minutes.

Agenda Item No. 15
January 13, 2026
(Brown, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/1/2025

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND THE SALVATION ARMY FOR THE USE OF 2024 EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS).																																													
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																																													
3.	Who will be affected	City of Jackson, Salvation Army, unhoused persons, and persons needing emergency shelter																																													
4.	Benefits	Prevention of homelessness and reduction of homeless population																																													
5.	Schedule (beginning date)	Performance period January 1, 2026 – September 30, 2026																																													
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards																																													
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development																																													
8.	COST	\$25,000.00																																													
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2024 ESG funds																																													
	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>___%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>___%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>___%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>___%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>___%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	___%	WAIVER	yes	___	no	___	N/A	___	AABE	___%	WAIVER	yes	___	no	___	N/A	___	WBE	___%	WAIVER	yes	___	no	___	N/A	___	HBE	___%	WAIVER	yes	___	no	___	N/A	___	NABE	___%	WAIVER	yes	___	no	___	N/A	___
ABE	___%	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	___%	WAIVER	yes	___	no	___	N/A	___																																							
NABE	___%	WAIVER	yes	___	no	___	N/A	___																																							

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: John A. Horhn, Mayor

FROM: Loretta F. Johnson, Asst. Manager
Office of Housing & Community Development

DATE: December 19, 2025

RE: Agenda Item for December 30, 2025 City Council Meeting

The City of Jackson's Office of Housing and Community Development has reviewed the applications submitted by non-profit organizations to carry out eligible public service activities, using Emergency Solutions Grant (ESG) funds awarded by the U.S. Department of Housing and Urban Development (HUD).

The attached agenda item authorizes the Mayor to execute contracts for the use of 2024 Emergency Solutions Grant (ESG) funds with the following agencies.

Salvation Army – \$25,000.00

These activities are to provide partial funding for non-profit organizations to implement public service programs.


If you have any questions, please contact me at ext. 1491.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND THE SALVATION ARMY FOR THE USE OF 2024 EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PROVIDE HOMELESS PREVENTION AND EMERGENCY SHELTER (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.


Drew M. Martin, City Attorney
Carrie Johnson, Sr. Deputy City Attorney

12/22/25
DATE

the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Ashely Lowe, CPD Director	18. Signature Designated by: <input checked="" type="checkbox"/> <i>Ashely Lowe</i>	9. Date (mm/dd/yyyy) 11/27/2024
20. For the Recipient (Name and Title of Authorized Official)	21. Signature <input checked="" type="checkbox"/> <i>[Signature]</i>	22. Date (mm/dd/yyyy) 1/7/2025
Funding Information (HUD Accounting Use Only): PAS Code: SOE Program Code: SOE Region: 04 Appropriation Number: 1192 Appropriation Symbol: 86 4/6 0192 Office: 26 FYI:(N)		

DM

Addendum # 1 to Agreement # E-24-MC-28-0003

Recipient's Indirect Cost Rate(s)

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☒ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Chokw A. Lumumba

Signature:

X [Signature]

Date (mm/dd/yyyy):

11/7/2025

Title:

Mayor

Instructions for the Recipient's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

PROJECT DESCRIPTION 2025-2026 Performance Year

Name of Agency: The Salvation Army Jackson ESG

The Salvation Army's **Emergency Solutions Grant (ESG)** program in partnership with the **City of Jackson** is designed to support individuals and families experiencing homelessness—particularly those residing in the Jackson metropolitan area. Our primary focus is on Emergency Shelter, which includes:

- Intensive, holistic case management
- Assistance in helping an individual find resources within the community to help them
- Referrals and connections to other supportive services and programs the client may qualify for

Through this program, we anticipate serving at least **90 individuals** who are either currently homeless or at immediate risk of becoming homeless.

In addition, The Salvation Army's **Social Services Department** will utilize **other funding source**, which is **strictly designated** to help prevent homelessness. This funding will be used exclusively for **Homelessness Prevention (HP)** and **Emergency Shelter** for City of Jackson residents affected by job loss, illness, or the death of a primary income earned during this time.

Our outreach begins with individuals staying in our **emergency and transitional shelters**. From there, we apply a **holistic case management approach**, assessing each client's unique needs and creating a personalized plan that guides them toward stability. This includes:

- Referrals to **Hinds Behavioral Health Services** when mental health support is needed
- Encouraging and connecting clients to free and routine **medical care**
- Leveraging every opportunity to coordinate **ESG-funded services** with other community resources and support programs

All program participants will receive case management. While financial assistance is expected to be **short-term**, the goal is to help individuals and families stabilize quickly and move toward long-term independence.

Right now, the City of Jackson continues to feel the economic and social effects of COVID-19. Thousands have lost jobs, been laid off, or are grieving the loss of a household's primary earner. Our priority is to prevent as many of these residents as possible from falling into homelessness—using every available resource to protect and stabilize our community.

A complete project description should include activities to be undertaken. The description section should define the **who, what, where**, and **how** many will benefit from the activities. It should specify how the project will ensure that the intended beneficiaries are served.

OUTREACH PLAN

Please describe how clients/households will be identified. How will agency collaborate with CoC to accept referrals from CoC's coordinated entry system? Who will your target population be?

This section is N/A

PERFORMANCE STANDARDS FOR ESG

SCOPE OF SERVICES

SUBRECIPIENT: _____

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	ANTICIPATED # OF CLIENTS
# of households moving into or remaining in permanent housing	N/A	
Percentage decrease in number of days homeless	N/A	
Percentage increase in employment income or other income	N/A	
Percentage increase in number of new landlords	N/A	
# of clients transitioned from emergency shelter to housing	N/A	

SPENDING SCHEDULE/PRODUCTION GOALS

2025-2026

MONTH	AMOUNT TO BE EXPENDED	Total Estimated # of Beneficiaries	ESTIMATED # OF LOW/MOD
OCTOBER 2025	\$4,166.66	90	90
NOVEMBER 2025	\$4,166.66	90	90
DECEMBER 2025	\$4,166.66	90	90
JANUARY 2026	\$4,166.66	90	90
FEBRUARY 2026	\$4,166.66	90	90
MARCH 2026	\$4,166.66	90	90
APRIL 2026			
MAY 2026			
JUNE 2026			
JULY 2026			
AUGUST 2026			
SEPTEMBER 2026			

BUDGET

2025-2026

EXPENSE CATEGORY	FUNDING SOURCES									
	ESG	OTHER 2	OTHER 3	OTHER 4						Totals
STREET OUTREACH										
EMERGENCY SHELTER	25,000.00									25 000.00
HOMELESSNESS PREVENTION										
RAPID RE-HOUSING (RRH)										
HMIS										
TOTALS										25,000.00

Total Operating Budget = \$ *(ALL FUNDING SOURCES MUST BE IDENTIFIED)

*ESG = Emergency Solutions Grant

ESG \$25,000.00

OTHER 2 _____

OTHER 3 _____

OTHER 4 _____

**BUDGET COST SUMMARY SUPPORT
FY 2025-2026**

Name of Agency: The Salvation Army

Please provide the breakdown of line items for which ESG funds will be utilized. For those line items where ESG is requested to pay a percentage of cost, a justifiable explanation of percentage amount is required.

Eligible Component: STREET OUTREACH	ESG Amount	Other Funds	Total
Engagement			
Description:			
	ESG Amount	Other Funds	Total
Case Management			
Description:			
	ESG Amount	Other Funds	Total
Emergency Health/Mental Health Services			
Description:			
	ESG Amount	Other Funds	Total
Transportation			
Description:			

	ESG Amount	Other Funds	Total
Services for Special Populations			
Description:			
Eligible Component: EMERGENCY SHELTER	ESG Amount	Other Funds	Total
Case Management			
Description:			
	ESG Amount	Other Funds	Total
Child care			
Description:			
	ESG Amount	Other Funds	Total
Education Services			
Description:			

	ESG Amount	Other Funds	Total
Employment Assistance/Job Training			
Description:			

	ESG Amount	Other Funds	Total
Outpatient Health Services			
Description:			

	ESG Amount	Other Funds	Total
Legal Services			
Description:			

	ESG Amount	Other Funds	Total
Life Skills Training			
Description:			

	ESG Amount	Other Funds	Total
Mental Health Services			

Description:

	ESG Amount	Other Funds	Total
Transportation			
Description:			
	ESG Amount	Other Funds	Total
Shelter Operations	\$25,000.00		\$25,000.00
<p>Description: The day-to-day operations of the shelter, and any specific policies or procedures in place for those seeking assistance.</p> <ul style="list-style-type: none"> • Admission and intake process • Hours of operation • Capacity and accommodations • Services available to residents (e.g., meals, case management, job assistance, counseling) • Rules and expectations for shelter guests • Volunteer or support opportunities, if available 			
Eligible Component: HOMELESSNESS PREVENTION	ESG Amount	Other Funds	Total
Rental Assistance			

Description:			
Financial Costs Assistance	ESG Amount	Other Funds	Total
Description:			
	ESG Amount	Other Funds	Total
Service Cost Assistance			
Description:			

Eligible Component: RAPID RE-HOUSING (RRH)	ESG Amount	Other Funds	Total
Rental Assistance			
Description:			
	ESG Amount	Other Funds	Total
Financial Cost Assistance			
Description:			

	ESG Amount	Other Funds	Total
Service Costs Assistance			
Description:			
Eligible Component: HMIS	ESG Amount	Other Funds	Total
Staffing			
Description:			
Training & Overhead/Hardware/Software Equipment Cost	ESG Amount	Other Funds	Total
Description:			

2024 ESG Contract
THE SALVATION ARMY, A Georgia Corporation
Project Title: The Salvation Army Jackson – Emergency Shelter
Project/Grant Number: E-24-MC-28-0003

2024 ESG AGREEMENT
BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
THE SALVATION ARMY

THIS AGREEMENT is by and between the City of Jackson (herein called the "CITY") and The Salvation Army, A Georgia Corporation, (herein called the "subrecipient").

WHEREAS, the CITY has applied for and received funds from the United States Government under the Emergency Solutions Grant Program, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, the CITY wishes to engage the subrecipient to assist in utilizing such ESG funds in eligible activities related to the ESG Program components. The subrecipient agrees to use said funds pursuant to this AGREEMENT to pay for necessary and reasonable costs allowable under federal law and regulations to operate said ESG program only. Said amounts shall include and will be limited to: Emergency Shelter Operations, as set forth in 24 CFR §576.104. Allowable program costs are detailed in the Budget, as set forth in **Exhibit A**. The subrecipient's failure to perform as required may, in addition to other remedies set forth in this AGREEMENT, result in readjustment of the amount of funds the ESG RECIPIENT is otherwise obligated to pay to the subrecipient pursuant to the terms hereof.

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE I - TERM

- 1.1 Term** - Services of the subrecipient shall start on the 22ND day of October, 2025 and end on the 30th day of September, 2026. The term of this Contract and the provisions herein may be extended to cover any additional time period during which the subrecipient remains in control of Emergency Solutions Grant funds (Catalog of Federal Domestic Assistance program #14.231) or other assets including program income.

ARTICLE II – AWARD AND USE OF FUNDS

- 2.1 Statement of Work, Implementation Schedule** - CITY shall provide subrecipient a grant in an amount not to exceed Twenty five thousand dollars and no cents (\$25,000.00). The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement from the CITY's 2022 U.S. Department of Housing and Urban

2024 ESG Contract**THE SALVATION ARMY, A Georgia Corporation****Project Title: The Salvation Army Jackson – Emergency Shelter****Project/Grant Number: E-24-MC-28-0003**

Development, (hereinafter referred to as HUD), Emergency Solutions Grant (hereinafter referred to as ESG). ESG funds shall be expended in strict accordance with subrecipient's budget which is incorporated herein and attached hereto collectively as Exhibit "A" and hereinafter referred to as the "Scope of Services".

The subrecipient represents and warrants that it has made no false statements to the CITY in the process of obtaining this award of the ESG Funds.

- 2.2 Matching Funds** – subrecipient agrees to match dollar-for-dollar the ESG funding provided by HUD with funds from other public or private sources. The matching contributions must be provided after the date the contract agreement is executed. Eligible sources of matching contributions are outlined in 24 CFR 576.201(a-f).
- 2.3 Payments/Reimbursements** - subrecipient agrees to submit monthly reimbursements to the Office of Housing and Community Development (OHCD) by the 5th of each month for eligible expenses only. To qualify for reimbursement, individual costs must be incurred during the contract period. All requests for reimbursements must comply with City of Jackson's Invoicing/Reimbursements Procedure as outlined in the ESG Subrecipient Compliance Manual. Subrecipient agrees to comply with financial management procedures defined in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

ARTICLE III – NON-PROFIT STATUS

The subrecipient certifies that:

- The subrecipient is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of Mississippi and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The subrecipient has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this AGREEMENT by the subrecipient has been fully authorized by all requisite actions on the part of the subrecipient.
- If the subrecipient's non-profit status changes at any time during this AGREEMENT, it will advise the ESG RECIPIENT within 15 days.
- If the subrecipient is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, other than reimbursement for expenses, from any funds generated from or because of the ESG program, for their services.
- As a non-profit, the subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR § 200.

2024 ESG Contract

THE SALVATION ARMY, A Georgia Corporation

Project Title: The Salvation Army Jackson – Emergency Shelter

Project/Grant Number: E-24-MC-28-0003

ARTICLE IV- PROGRAM REQUIREMENTS

- 4.1 Compliance** - The subrecipient shall become familiar with and agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, including but not limited to 24 CFR Part 5, 2 CFR Part 200; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including City of Jackson's ESG Subrecipient Compliance Manual.
- 4.2 Continuum of Care (CoC)** – The subrecipient must be an active participating member in good standing with the Central MS-500 CoC, as evidenced by certification by the Subrecipient.”
- 4.3 Coordinated Entry System** – The subrecipient shall participate in the Coordinated Entry system established by the Central MS Continuum of Care – MS-500.
- 4.4 Data Collection Systems - Homeless Management Information System (HMIS)-** The subrecipient shall become familiar with and comply with HMIS, the information system designated by Central MS Continuum of Care MS-500 to comply with the requirements of CoC Program interim rule 24 CFR 578. The subrecipient agrees to enter data on all persons served and all activities assisted under the ESG program into the applicable community-wide HMIS database as outlined in 24 CFR 576.400(f) and comply with any applicable CoC standards on Data Quality, Data Privacy and Data Security.
- 4.5** If subrecipient is funded through this Agreement to provide services under the Homelessness Prevention Component of ESG, subrecipient shall provide assistance to individuals and families whose household income is no greater than thirty (30%) percent of the Area Median Income (AMI) and qualifies for Homelessness Prevention assistance according to "At Risk of Homelessness" as defined at 24 CFR 576.2, or "Homeless" as defined in paragraphs (2), (3), or (4) of the definition at 24 CFR 576.2. To determine the annual income of an individual or family, the subrecipient must use the standard for calculating annual income under 24 CFR 5.609.
- 4.6 Connecting Program Participants to Mainstream and other Resources** - The subrecipient must assist each program participant, as needed, to obtain appropriate supportive services as outlined in 24 CFR 576.401(d).
- 4.7 Subrecipient** shall ensure the confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance as set forth in 42 U.S.C.

2024 ESG Contract

THE SALVATION ARMY, A Georgia Corporation

Project Title: The Salvation Army Jackson – Emergency Shelter

Project/Grant Number: E-24-MC-28-0003

11375(c)(5).

- 4.8 Subrecipient shall comply with the Violence Against Women Act requirements set forth in 24 CFR, Part 5 subpart L, including the provision of any applicable requirements in rental assistance agreements and leases as specified in 24 CFR 576.106 (e) and (g).
- 4.9 **Termination** - subrecipient may terminate ESG assistance to any program participant that violates ESG program requirements as outlined in 24 CFR 576.402.
- 4.10 **Client Evaluation** - The subrecipient must conduct initial evaluations and re-evaluations to determine the eligibility of each individual or family's eligibility for ESG assistance in accordance with 24 CFR § 576.401, 24 CFR 576.500(a), (b), (c) and any applicable ESG flexibilities and waivers. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR 576.400(d) and the written standards established under 24 CFR 576.400(e).
- 4.11 **Client Intake Procedure** - The subrecipient shall implement a written intake procedure which documents program participant's homeless status in compliance with HUD's requirements. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third (See 24 CFR 576.500). Using the verification forms consistent with HUD's recordkeeping requirements, the written procedure, at a minimum should include:
- A. Definition of Homeless (Refer to 24 CFR 576.2);
 - B. Update on categories under homeless;
 - C. Which category and under which definition participant is eligible;
 - D. Requirements on how case management services are provided, i.e., meeting with the client at least monthly;
 - E. A tracking sheet in each client's file documenting client's homeless status and category.
- 4.12 **Re-evaluation for Homelessness Prevention and Rapid Re-housing Assistance** - The subrecipient must re-evaluate the program participant's eligibility and the type and amount of assistance the program participant need, not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).
- 4.13 **Case Management** - subrecipients shall provide case management to all ESG program participants, including connecting program participants to mainstream and other resources

2024 ESG Contract

THE SALVATION ARMY, A Georgia Corporation

Project Title: The Salvation Army Jackson – Emergency Shelter

Project/Grant Number: E-24-MC-28-0003

as outlined in 24 CFR 576.401(d). Case Managers must meet with program participants at least once a month (24 CFR 576.401(e).

- 4.14 Annual Income** - When determining the annual income of an individual or family, the subrecipient must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

ARTICLE V- SHELTER AND HOUSING STANDARDS

- 5.1 Lead-based Paint Remediation and Disclosure** - The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

Assignment of Responsibilities

By this AGREEMENT, the subrecipient will accept assignment from the ESG RECIPIENT of all responsibilities set forth in Subpart K of 24 CFR 35.

Compliance with Subpart K

The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. In connection with the grant funds under this AGREEMENT, the ESG RECIPIENT requires that the subrecipient comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs"). The subrecipient shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:

- A visual assessment of all painted surfaces in order to identify deteriorated paint. When a lead paint inspection is required (i.e. pre-1978 units that are occupied or will be occupied by families with children under 6 years of age or pregnant women), it must be completed by a HUD-certified Visual Assessor. The inspection can be done visually remotely as part of the Habitability Inspection process when an in-person visual assessment is not possible. Once it is safe to resume standard operating procedures and conduct an in-person visual assessment, the subrecipient should prioritize inspecting units that house pregnant women or children under the age of 6;
- Paint stabilization of each deteriorated paint surface, and clearance, in accordance with §§ 35.1330(a) and (b), before occupancy of a vacant dwelling unit or, where a unit is occupied, immediately after receipt of Federal assistance.

2024 ESG Contract

THE SALVATION ARMY, A Georgia Corporation

Project Title: The Salvation Army Jackson – Emergency Shelter

Project/Grant Number: E-24-MC-28-0003

- Ongoing lead-based paint maintenance activities into regular building operations, in accordance with § 35.1355(a), if the dwelling unit has a continuing, active financial relationship with a Federal housing assistance program, except that mortgage insurance or loan guarantees are not considered to constitute an active programmatic relationship for the purposes of this part; and
- Notice to occupants in accordance with §§ 35.125(b)(1) and (c), describing the results of the clearance examination.

Notification of LBP Hazard

The subrecipient shall provide to all occupants of housing:

1. In accordance with Section 35.130 of the LBP Regs - the LBP hazard information pamphlet. The pamphlet shall be the EPA/HUD/Consumer Product Safety Commission lead hazard information pamphlet or an EPA-approved equivalent.

- The current form and version of the pamphlet can be found at:
- <https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>

2. In accordance with 24 CFR 35, Subpart A, all available information and knowledge regarding the presence of LBP and LBP hazards prior to leasing a housing unit.

3. In accordance with 24 CFR 35, Subpart A, notification in writing of the results of the presumption of LBP and/or LBP hazards, results of any lead hazard evaluation, and hazard reduction work.

Exemptions

Section 35.115(a) provides exemptions from Subparts B through R. For example, lead-based paint requirements do not apply to emergency rental assistance if the assistance lasts less than one hundred (100) days.

5.2 Minimum Standards for Emergency Shelters - Any building for which Emergency Solutions Grant funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR 576.403(b) (1-11).

5.3 Minimum Standards for Permanent Housing - The subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR 576.403(c)(1-10).

ARTICLE VI - OTHER FEDERAL REQUIREMENTS

6.1 Civil Rights Compliance

2024 ESG Contract

THE SALVATION ARMY, A Georgia Corporation

Project Title: The Salvation Army Jackson – Emergency Shelter

Project/Grant Number: E-24-MC-28-0003

A. Nondiscrimination and Equal Opportunity - The subrecipient agrees to comply with the non-discrimination and equal opportunity requirements at 24 CFR Part 5, as amended.

B. Rehabilitation Act Requirements - subrecipient agrees to comply with HUD's implementing regulations at 24 CFR Part 8, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)

6.2 Outreach Activities - The subrecipient agrees to make known that use of its facilities and services is available to all on a nondiscriminatory basis. The subrecipient agrees that if it determines that its procedures to make known the availability of its facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the subrecipient will establish additional procedures that will ensure that such persons are made aware of the facilities and services. The subrecipient will adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

6.3 Nondiscrimination - The subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

6.4 Land Covenants - This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 470, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements

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erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6.5 Affirmative Action

A. **Access to Records** - The subrecipient shall furnish and cause each of its contractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

B. **Notifications** - The subrecipient will send to each labor union or representative of workers, if it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

C. **Subcontracts** - The subrecipient will include the provisions of Paragraph VI - A. Civil Rights Compliance in every subcontract specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

6.6 Applicability of OMB Circulars - The subrecipient will comply with the policies, guidelines and requirements of 2 CFR 200.

6.7 Conflicts of Interest - In addition to the Codes of Conduct requirements 2 CFR 200, , no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the CITY or subrecipient or of any designated public agency, that receives ESG funds and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. An exception to this exclusion may be provided upon HUD approval.

The subrecipient should also ensure that any employee, agent, consultant, officer or elected or appointed official of the CITY or subrecipient, although not having a personal or financial interest to a contract, should not have access or decision making authority regarding the subject contract, which would give the appearance of impropriety or conflict

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of interest based upon their access to materials related to the subject contract through other agencies or positions they may have or be involved.

The subrecipient must not conduct the initial evaluation or provide homelessness prevention assistance to persons living in property owned by the subrecipient or a parent or subsidiary of the subrecipient, as specified in 24 CFR 576.404(a).

The subrecipient may not condition the acceptance of assistance on the participant's acceptance of housing owned by the recipient or subrecipient or parent or subsidiary of subrecipient, as specified in 24 CFR 576.404(a).

subrecipient must keep records to show compliance with the organizational conflicts-of-interest requirements in 576.404(a), a copy the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

6.8 Environmental Review Responsibilities - The subrecipient agrees to comply with the following regulations insofar as they may apply to the performance of this contract:

- A. **Clean Air Act**, 42 U.S.C., 1857, et seq.;
- B. **Federal Water Pollution Control Act**, as amended, 33 U.S.C. 1251, et seq., as amended, and 1318 in relation to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- C. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- D. The subrecipient does not assume CITY's environmental responsibilities under the National Environmental Policy Act of 1969 and HUD Environmental Review Procedures described at 24 CFR Part 58. However, temporary shelters are exempt from Environmental Requirements under the CARES ACT.
- E. The subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

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- F. The subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for an aggregate project or activity under this part, or commit or expend ESG or local funds for eligible activities under this part unless and until ESG RECIPIENT has performed an environmental review under 24 CFR part 58 and the subrecipient has received HUD approval of the project.

- 6.9 Intergovernmental Review** - The subrecipient does not assume the CITY's responsibility for the review process requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52.

- 6.10 Audits and Inspections** - Subrecipients which expended in the aggregate more than seven hundred fifty thousand dollars (\$750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

It is necessary for the CITY to be able to identify the ESG grant revenue through the financial documents provided by the subrecipient. Thus, subrecipient hereby agrees to provide the CITY a copy of subrecipient's **annual audit(s)** within 180 days after the subrecipient's fiscal year ends. Said audit(s) shall be performed by an independent Certified Public Accountant and shall specifically cover subrecipient's activities and expenditures of ESG funds for the term of this Contract in conformance with the Single Audit Act of 1984 as Amended in 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

It is necessary for the CITY to be able to identify the ESG grant revenue through the financial documents provided by the subrecipient. Thus, subrecipient hereby agrees to provide the CITY a copy of subrecipient's **annual financial statement(s)** within 180 days after the subrecipient's fiscal year ends. Said financial statement(s) shall be in compliance

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with generally accepted accounting principles and shall be performed by an independent Certified Public Accountant. Said financial statement(s) shall specifically cover subrecipient's activities and expenditures of ESG funds for the term of this Contract. The financial statement(s) submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

All subrecipient records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the subrecipient within 30 days after receipt by the subrecipient. A written response must be submitted to the CITY by the subrecipient detailing the corrective action taken to address the deficiencies.

Failure of the subrecipient to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

6.11 Lobbying and Disclosure Requirements - By entering this Contract, the subrecipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- D. The subrecipient understands that this certification is a material representation of fact upon which reliance by CITY was placed when this transaction was made or

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entered into, and submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

ARTICLE VII – RELOCATION, ACQUISITION AND DISPLACEMENT

- 7.1** The subrecipient agrees to comply with 49 CFR part 24, which contain the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) relating to acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses and non-profit organizations occurring as a direct result of any acquisition of real property utilizing grant funds. The subrecipient agrees to comply with applicable CITY ordinances, resolutions, and policies concerning displacement of individuals from their residences.

ARTICLE VIII – RECORDKEEPING AND REPORTING REQUIREMENTS

8.1 Record Keeping

- A. The subrecipient agrees to maintain a sound fiscal management and accounting system and will allow the CITY, HUD, the Comptroller General of the United States, the Audit Department of the State of Mississippi, or any of their authorized representatives access to any and all books, documents, papers and records of subrecipient for the purpose of making audit examinations, excerpts, and transcriptions.
- B. The subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities funded under this Contract. Such records shall include but not be limited to:
 - 1. Records providing a full description of each activity undertaken;
 - 2. Records demonstrating that each activity undertaken meets the ESG program's objectives of providing shelter and services, and eligibility requirements as specified in 24 CFR Part 576.100;
 - 3. Records documenting evidence of program participants eligibility as either "homeless" or "at risk of homelessness", as applicable (24 CFR 576.500);
 - 4. Records for each individual or family determined to be ineligible to receive ESG assistance, including documentation of reason for the determination;
 - 5. Records for program participants who receive homelessness prevention

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assistance, or who receive rapid re-housing assistance longer than one year documenting annual income as required by 24 CFR 576.500(e);

6. Records for rental assistance must include copies of all leases and rental agreements, payments made to owners, and supporting documentation for these payments, including dates of occupancy by program participants;
7. Records to document the monthly allowance of utilities (excluding telephone) used to determine compliance with rent restriction;
8. Records documenting compliance with shelter and housing standards in 24 CFR 576.403, including inspection reports;
9. Records documenting compliance with the fair housing and equal opportunity components of the programs (24 CFR 576.407);
10. Records documenting compliance with the requirements of 24 CFR 576.400 for consulting with the Continuum of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs;
11. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
12. Records documenting compliance with the homeless participation requirements in 24 CFR 576.405;
13. Data on emergency transfers requested under § 576.409, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
14. Financial records showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under “§§ 576.101 through 576.109, financial management in 2 CFR 200.302, and the cost principles in 2 CFR part 200, subpart E. The subrecipient must retain records of the receipt and use of program income.

8.2 Retention - The subrecipient agrees that all records pertaining to each fiscal year of ESG funds must be retained for the greater of five (5) years or the period specified and outlined in 24 CFR 576.500(y)(1-3).

8.3 Disclosure - The subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly

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connected with the administration of the CITY's or subrecipient's responsibilities with respect to services provided under this Contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

The subrecipient must develop and implement written procedures to ensure:(i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

8.4 Reports

- A. Monthly Status Report - The subrecipient shall submit to the CITY regular Monthly Status Reports detailing the progress of the subrecipient. Such reports shall be submitted within five days after the end of each month and shall be in the form and content required by the CITY. The reports should include financial information, accomplishments and program activities accomplished during the period and any other information which will allow the CITY to adequately assess subrecipient's performance.
- B. Program Income - If applicable, the subrecipient shall report monthly all program income (as defined in 2 CFR 200.80) generated by activities carried out with ESG funds made available under this Contract. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient.

The use of program income by the subrecipient shall comply with the requirements pursuant to 2 CFR 200. All unused program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the CITY.

ARTICLE IX- UNIFORM ADMINISTRATIVE REQUIREMENTS

- 9.1 **Compliance** - The subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

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- 9.2 Close-Outs** – The subrecipient's obligations to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the CITY), and determining the custodianship of records.
- 9.3 Independent Contractor** - Nothing contained in this Contract is intended to create an employer/employee relationship and nothing shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this contract.
- 9.4 Workers' Compensation** - If applicable, the subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.
- 9.5 Insurance** - The subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The subrecipient shall comply with the requirements of 2 CFR 200.
- 9.6 Grantor Recognition** - The subrecipient shall insure recognition of the role of the City of Jackson in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the subrecipient will include a reference to the support provided herein in all publications.

ARTICLE X -CONDITIONS FOR RELIGIOUS ORGANIZATIONS

- 10.1** If the **subrecipient** is a religious organization, the subrecipient agrees that in addition to, and not in substitution for, other provisions of this Contract regarding the provision of services with ESG funds, the subrecipient:
- A.** Represents that subrecipient is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes, which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
 - B.** Agrees to comply with 24 CFR 5.109.

ARTICLE XI -SUSPENSION AND TERMINATION OF CONTRACT

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- 11.1** Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Statement of Work in Section II may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the subrecipient under this Contract shall, at the option of the CITY, become the property of the CITY, and subrecipient shall be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.
- 11.2** The CITY may also suspend or terminate this Contract, in whole or in part, if the subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the subrecipient ineligible for any further participation in CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the subrecipient is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said Contract funds until such time as the subrecipient is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.

ARTICLE XII- AMENDMENTS

- 12.1** The CITY or subrecipient may amend this Contract provided that such amendments make specific reference to this Contract, are authorized by the governing body of each entity, and are executed in writing, signed by a duly authorized representative of both organizations. The CITY, in its discretion, may amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

ARTICLE XIII - EMPLOYMENT RESTRICTIONS

- 13.1 Prohibited Activity** - The subrecipient is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- 13.2 OSHA** - Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- 13.3 Safe Work Environment** - Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.
- 13.4 Compliance with Housing and Urban Development Act of 1968 Section 3 As Amended** -

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Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this Contract and binding upon the CITY, the subrecipient and any subcontractor. Failure to fulfill these requirements shall subject the CITY, the subrecipient and any subcontractor, their successors and assigns, to those sanctions specified by the contract through which federal assistance is provided.

The subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in areas of the project."

The subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

The subrecipient agrees to send each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The subrecipient will include the Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

ARTICLE XIV - HATCH ACT

- 14.1** The subrecipient agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

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ARTICLE XV -DAVIS-BACON ACT

- 15.1** The provisions of the Davis-Bacon Act (40.U.S.C. 276a to 276 a-5) do not apply to the ESG Program.

ARTICLE XVI – SUBCONTRACTS

- 16.1** The subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the CITY prior to the execution of such Contract.

The subrecipient shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

The subrecipient shall cause all of the provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

The subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

ARTICLE XVII –COPYRIGHT

- 17.1** If this Contract results in any copyrightable material, the CITY reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

ARTICLE XVIII - PERFORMANCE MONITORING

- 18.1** The CITY will monitor the performance of the subrecipient against goals and performance standards as required herein and described in Exhibit A. The subrecipient shall report such performance on measures quarterly to the CITY, in a format determined by the CITY. Substandard performance as determined by the CITY will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the subrecipient within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

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ARTICLE XIX – ASSIGNABILITY

19.1 The subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the CITY.

ARTICLE XX - DRUG-FREE WORKPLACE REQUIREMENTS

- A.** The subrecipient certifies that it will provide a drug-free workplace by:
- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B.** Establishing a drug-free awareness program to inform employees about -
 - 1. The dangers of drug abuse in the workplace;
 - 2. The subrecipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
 - C.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;
 - D.** Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - 3. Notifying the CITY within ten days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction;
 - E.** Taking one of the following actions, within 30 days of receiving notice under

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subparagraph D(2), with respect to any employee who is so convicted -

1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

ARTICLE XXI – INDEMNIFICATION

The subrecipient hereby indemnifies CITY in the total amount of **Twenty-five thousand dollars and no cents (\$25,000.00)** against subrecipient's failure to comply with any of the terms and conditions of this Contract or any ESG Regulations, federal laws, or State statutes which result in an audit exception and ultimate request by HUD or any division of the State of Mississippi for the return of funds spent in non-compliance with HUD guidelines or the laws of the State of Mississippi.

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IN WITNESS WHEREOF, the Parties have executed and dated this Contract after being authorized to do so.

CITY OF JACKSON, MISSISSIPPI

By: _____
John A. Horn, Mayor
Date: _____

Attest: _____
Clerk Office

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By: _____
John Dorsa
Board President

Timothy Delaney
Executive Director

Attest: _____

Date: _____

Print Name: _____

Title: _____

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE WILLIAM MONROE TROTTER COLLABORATIVE FOR SOCIAL JUSTICE AT HARVARD KENNEDY SCHOOL OF GOVERNMENT TO ADVANCE PUBLIC SAFETY STRATEGIES IN THE CITY OF JACKSON.

WHEREAS, the City of Jackson, Mississippi ("City"), acting through its Mayor and City Council, is committed to advancing evidence-based public safety strategies; and

WHEREAS, the William Monroe Trotter Collaborative for Social Justice at the Harvard Kennedy School of Government ("Trotter Collaborative") engages in applied academic policy research; and

WHEREAS, the City and the Trotter Collaborative desire to enter into a Memorandum of Understanding ("MOU") to identify technology, efficiency metrics, and policy strategies to mitigate violent crime and police staffing shortages; and

WHEREAS, the Mayor and City Council find that approval of the MOU serves a valid public purpose; and

WHEREAS, the MOU commences on January 26, 2026, and may be implemented by the team and client over the course of the Harvard Kennedy School academic year ending June 30, 2026; and

WHEREAS, the proposed objectives outlined in the MOU are as follows:

1. To identify law enforcement technologies and best practices currently used by understaffed police departments to prevent, detect, and respond to violent crime.
2. To identify law enforcement community strategies and best practices currently used by understaffed police departments to prevent, detect, and respond to violent crime.
3. To assess the effectiveness of technology-supported policing strategies in reducing violent crime rates, improving response times, expanding public trust, and increasing clearance rates.
4. To evaluate how technology functions as a force multiplier by enhancing officer productivity and reducing operational strain in departments with limited personnel.
5. To examine policy, training, and governance requirements necessary to support safe, effective, and ethical use of crime-reduction technologies.

IT IS THEREFORE ORDERED, that the MOU between the City of Jackson and the William Monroe Trotter Collaborative for Social Justice, attached hereto as Exhibit A and incorporated herein by reference as if fully set forth, is hereby approved and adopted.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the MOU on behalf of the City, and this MOU creates no financial obligation unless separately approved by the City Council.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE WILLIAM MONROE TROTTER COLLABORATIVE FOR SOCIAL JUSTICE AT HARVARD KENNEDY SCHOOL OF GOVERNMENT TO ADVANCE PUBLIC SAFETY STRATEGIES IN THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

1/07/24
Date

Sondra Moncure, *Special Assistant* S.M.
Megan Bennett, *Deputy City Attorney* WBS

MEMORANDUM OF UNDERSTANDING
The William Monroe Trotter Collaborative for Social Justice
Harvard Kennedy School of Government
and
The City of Jackson, Mississippi

This Memorandum of Understanding will govern the terms and responsibilities of the engagement between the William Monroe Trotter Collaborative for Social Justice at the Harvard Kennedy School of Government (“the team”), and the City of Jackson, Mississippi (“the City”) in an effort to aid in the identification of technology, efficiency metrics, and policy strategies that mitigate violent crime and offset police staffing shortages. This MOU commences with the first phase of work that will begin with students in January 26, 2026, and may be implemented by the team and client over the course of the Harvard Kennedy School academic year ending June 30, 2026.

Section 1. Academic Commitments.

1. Any content or materials derived from this agreement or related activities must prominently credit the students and the teaching team, with their names and contributions acknowledged in all relevant documents and associated works.
2. This work of the Trotter Collaborative and the course is an academic, pedagogical, and advocacy initiative. As such, students are expected to maintain rigorous academic independence, which necessitates providing them with unfettered access to relevant experts, stakeholders, community members, research materials, and perspectives necessary to their work.

Section 2. Confidentiality.

Subject to the open records laws of the State of Mississippi, including but not limited to Miss. Code Ann. § 25-61-9 requiring notice from the disclosing party of a public records request and disclosure unless the receiving party has sought a protective order that the records contain trade secrets, or confidential commercial or financial information from a chancery court with jurisdiction under this MOU, while performing under this MOU, the parties may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to each other. To the extent it is authorized under Mississippi law, the parties agree not to disclose such information to third parties and shall take all reasonable steps to prevent unauthorized access to any of each other's confidential and proprietary information. Such information shall include, but shall not be limited to, materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by each party related to funding and financial and business information; (ii) all information owned, possessed or used by a party, which is communicated to, learned, developed or otherwise acquired by that party in the performance of this Agreement; and (iii) any other information that has been advised by a party is confidential, privileged, or proprietary. Confidential information, as used in

this MOU, shall not include (i) information in a party's possession prior to disclosure; (ii) information generally available to the public or that becomes available to the public through a source other than a party under this agreement, or (iii) information that was rightfully obtained by a party from a third party who is under no obligation of confidentiality to either party to this MOU with respect to such information. Each party agrees that it will accept and hold confidential information obtained from each other in confidence at all times during and after termination of this MOU. A party shall neither use nor disclose such information, except as provided in this MOU or as required by law, without the prior written permission of the affected party or upon court order from a court of competent jurisdiction.

Subject to the open record laws of the State of Mississippi, each party acknowledges and agrees that a breach of this section may cause the affected party irreparable injury and damage; therefore, each party expressly agrees that the affected party shall be entitled to seek a protective order from a chancery court that the records contain trade secrets, or confidential commercial or financial information, in accordance with Miss. Code Ann. § 25-61-9, or the records shall be released. With a protective order, either party may also seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. Each party agrees that it will disclose confidential information only to those employees who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions herein titled "Public Statements" and "Rights in Data."

Section 3. Conflict of Interest.

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Contractor covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with anything contemplated or performed relative to this Agreement.

Section 4. Disclaimer.

This MOU is subject to modification and is considered tentative. It is expected that the initial MOU will undergo revisions as students and clients collaboratively work on this document. Any changes to the MOU must be approved by the governing authorities of the City of Jackson, Mississippi.

Section 5. General Provisions.

1. The City and the team agree that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will make any claim, demand, or application for any right or privilege applicable to any employee of the other,

including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

2. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.
3. The team, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this MOU, except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the City, or any employee, agent, or official of the City, or any of the City's contractors or subcontractors
4. It is expressly agreed that the team shall hold the City harmless and completely indemnify them from any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever as a result of the negligence or willful misconduct or breach by the team, to the extent the loss was not otherwise contribute to by the acts or negligence of the client, including court costs and attorney's fees, arising out of or caused by the team and its employees, agents, officers, contractors, and/or subcontractors in the performance of this MOU.
5. No modification of this MOU shall be binding unless such modification is in writing and signed by all parties.
6. This MOU shall be subject to termination at any time upon thirty (30) days written notice by either party.
7. The client may, from time to time, require renegotiations or modifications of this MOU to be performed hereunder. Such renegotiations or modifications, which are mutually agreed upon by and between the client and the team, shall be incorporated in written amendments to this MOU.
8. Subject to the limitations and requirements imposed by the Mississippi Public Records Act of 1983, any reports, information, data, etc., given to or prepared or assembled by the team under this MOU which the client request to be kept confidential, shall not be made available to any individual or organization by the team without the prior written approval of the client.
9. The team must assist the client in its collection of statistically valid data with evaluative conclusions concerning public safety, if applicable.

Section 6. Initial Sources of Information and Data Requirements.

As provided and specified by the client organization in Attachment A. Sources of information and data may be updated or removed from consideration by the client as needed.

Section 7. Period of Performance

The term of this MOU shall commence upon January 26, 2026, and shall remain in effect until June 30, 2026.

Section 8. Policy Deliverables

Policy Deliverables for this MOU will be established at a time after signing, when the team workload and the City's goals have been elucidated.

Section 9. Phase One Work Plan

Key Dates	Action

Section 10. Programmatic Commitments.

1. The organization is expected to host the student for a field trip lasting a minimum of two days and a maximum of four days, a minimum of at least two business days, in order to engage with and identify relevant stakeholders, experts, and policy makers.
2. Over the semester, the designated points of contact and relevant staff members are expected to meet with the students weekly over zoom and/or by teleconference.
3. At the end of the semester, the designated points of contact and relevant staff members are expected to attend a presentation to the client on the students' advocacy plan.

Section 11. Project Objectives and Scope

1. To identify law enforcement technologies and best practices currently used by understaffed police departments to prevent, detect, and respond to violent crime.
2. To identify law enforcement community strategies and best practices currently used by understaffed police departments to prevent, detect, and respond to violent crime.
3. To assess the effectiveness of technology-supported policing strategies in reducing violent crime rates, improving response times, expanding public trust, and increasing clearance rates.
4. To evaluate how technology functions as a force multiplier by enhancing officer productivity and reducing operational strain in departments with limited personnel.

5. To examine policy, training, and governance requirements necessary to support safe, effective and ethical use of crime-reduction technologies.

Section 12. Research Questions

1. What technological and systemic gaps currently exist within the City of Jackson Police Department, and how do these gaps impact operational efficiency, officer effectiveness, and overall crime-reduction capacity?
2. To what extent does access to modern policing technology improve officer morale, workload management, and job satisfaction?
3. What policy, training, and oversight mechanisms are necessary to ensure that technology-driven violent crime strategies are effective, ethical, and publicly trusted?

The parties to this MOU have executed this MOU on the dates below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

Mayor John Horhn

Date:

Cornell William Brooks
Faculty Director
The William Monroe Trotter Collaborative for Social Justice

Date:

MLD-375 STUDENT TEAM

Name (print):

Date:

Name (print):

Date:

Name (print):

Date:

Name (print):

Date:

ATTACHMENT A

Sources of Information and Data Requirements:

As provided and specified by the client organization.

- Jackson police using new van to help fight violent crime
<https://www.wapt.com/article/jackson-police-using-new-van-to-help-fight-violent-crime/65224639>
- Jackson pulls gunshot listening devices, some installed without resident knowledge, after bungled trial run
<https://mississippitoday.org/2025/10/28/jackson-pulls-gunshot-listening-devices-some-installed-without-resident-knowledge-after-bungled-trial-run/>
- Documents reveal Jackson Police Department lost 110 officers over last four years
<https://www.wlbt.com/2023/05/19/documents-reveal-jackson-police-department-lost-110-officers-over-last-four-years/>
- Facebook (Social Media Source)
<https://www.facebook.com/jacksonmispd/videos/jpds-community-real-time-command-center-meeting-took-place-this-afternoon-at-gra/594572309662451/>
- Jackson police use new technology to crack down on crime
<https://www.wjtv.com/news/focused-on-solutions/jackson-police-use-new-technology-to-crack-down-on-crime/>

Additional Sources of Internal Information

- City of Jackson Mayor's Office
- City of Jackson Police Department Administrative Office and Operations
- City Council Officials

17

OFFICE OF THE CITY ATTORNEY
T. N. 1/13/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GIBBS TRAVIS, PLLC, AND BRAD MORRIS LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO PFAS-PFOS-PFOA AND/OR OTHER RELATED "FOREVER CHEMICALS," BUT NOT INCLUDING ANY CLAIMS SUBJECT TO THE AQUEOUS FILM-FORMING FOAMS (AFFF) MULTIDISTRICT LITIGATION, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER

WHEREAS, the governing authority for the City of Jackson desires to retain the law firms of Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, to represent the City's interests in legal matters pertaining to PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever chemicals," but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation; and

WHEREAS, the governing authority desires to hire attorneys with the necessary skill and experience to represent the City in such litigation; and

WHEREAS, Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, will have full power to act as the City's attorney to investigate and institute suit on said claims, to prosecute said suit, to retain experts, and to take any and all steps proper or desirable in the prosecution of the claims; and

WHEREAS, the law firms shall receive a fee in an amount not to exceed 25% of the net recovery. Net recovery means the total or gross recovery obtained by the law firms minus the expenses incurred by the attorneys; and

WHEREAS, the attorneys will be responsible for all expenses incurred in this matter on an ongoing basis, including, but not limited to, such items as filing fees, court reporter fees, expert fees, process server fees, investigator fees, courier service, long distance charges, third party and internal copying charges, travel and lodging expenses, and the like. All such expenses will be reimbursed from gross recovery; and

WHEREAS, if the law firms do not obtain a recovery for the City, the City will not owe any amount of fee or expenses to the law firms; and

WHEREAS, the governing authority recommends that the City retain the services of Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, to represent the City in the litigation described in this Order; and

WHEREAS, the governing authority authorizes the payment of all fees related to litigation involving PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever chemicals," but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation.

IT IS HEREBY ORDERED that the Mayor is authorized to negotiate and execute a contract with of Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, to represent the City of Jackson to pursue litigation involving PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever

chemicals,” but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation, and if successful, for a fee not to exceed 25% of the net recovery and the reimbursement of reasonable and necessary expenses, and if no recovery is obtained, the City will not owe any amount of fee or expenses to the law firms.

IT IS FURTHER ORDERED that the governing authority for the City authorizes payment of all fees related to all litigation involving PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other “forever chemicals,” but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation.

(MARTIN, HORHN)


Office of the City Attorney

455 East Capitol Street -
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JN

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GIBBS TRAVIS, PLLC, AND BRAD MORRIS LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO PFAS-PFOS-PFOA AND/OR OTHER RELATED "FOREVER CHEMICALS," BUT NOT INCLUDING ANY CLAIMS SUBJECT TO THE AQUEOUS FILM-FORMING FOAMS (AFFF) MULTIDISTRICT LITIGATION, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER** is legally sufficient for placement in NOVUS Agenda.


Drew M. Martin, City Attorney
Jason Nabors, Special Assistant

JN

11/6/25
DATE



JOINT AUTHORITY TO REPRESENT:
Brad Morris Law Firm, PLLC
Gibbs Travis PLLC

**PFAS-PFOS "FOREVER CHEMICALS" LITIGATION
PUBLIC/COMMUNITY WATER SYSTEM CLAIM(S)
*** EXCLUDING "AFFF" CLAIMS *****

Legal Name of Public/Community Water System: _____
System Owner (mark one): ☐ Municipality ☐ Not-for-Profit Rural Water System (Note: Use a different form for all other water systems.)
Entity Type (mark one): ☐ Municipal Charter ☐ Non-Profit Association ☐ Non-Profit LLC ☐ Non-Profit Corporation
Mailing Address: _____ City _____ State _____ Zip _____
Contact Name: _____ Position/Title: _____
Contact Email: _____ Contact Cell Phone: _____ Business Phone: _____

The above named Public/Community Water System (the "PWS/CWS" or "Client") authorizes Brad Morris Law Firm, PLLC ("BMLF"), the Forever Justice Alliance, PLLC ("Forever Justice AllianceSM" or "FJA"), a wholly owned subsidiary of BMLF, and Gibbs Travis PLLC ("GT") (collectively the "Attorneys") to represent Client on any potential claims (the "claim" or "claims") Client may have related to any release or threatened release of PFAS-PFOS-PFOA, 1,4-Dioxane, and/or other related "Forever Chemicals" ("Forever Chemicals" or "Subject Chemicals"), with the exception of Client's existing claim in the Aqueous Film-Forming Foams (AFFF) Products Liability Litigation MDL No. 2873 in the U.S. District Court for the District of South Carolina for which Client has separate legal counsel. Client agrees to the Legal Representation Terms of Service as stated in this Agreement, including the following:

____ (initial) Client agrees for Attorneys to represent Client on a Contingency Fee Basis, so Client will not owe any attorney fees or reimbursement of case expenses unless Client gets a recovery on the case.

____ (initial) Client agrees for Attorneys to advance all case expenses on the claim, so Client will not have to pay any money in advance for the costs to pursue the claim and Client will only reimburse case expenses if Client get a recovery on the case. Client authorizes Attorneys to withhold reimbursement for case expenses from the portion of any recovery, after attorney fees are deducted, including any interest and finance charges for case expenses, as stated in the terms of service.

____ (initial) Client agrees the contingent attorney fees under this agreement will be TWENTY-FIVE PERCENT (25%) of the total amount recovered on the claim (before expenses and third-party liens are deducted). If there is no recovery for Client, there will be no attorney fee.

____ (initial) Due to the unique nature of these claims, Client authorizes Attorneys to take necessary and reasonable action(s) for purposes of response, remediation, and removal of the Subject Chemicals; to separately track all such costs; and, to seek reimbursement from defendants for all such costs as allowed by law.

____ (initial) Client understands the identities of all potential defendants on the claim(s) have not been fully identified at this time. Client will be provided a list of all known potential defendants to review before any lawsuit or claim is filed under the name of Client.

____ (initial) As the contact person who is signing this form on behalf of the PWS/CWS, I certify that I either have general authority by virtue of my position with the PWS/CWS or specific authority from the Board, Council, or other governing authority of the PWS/CWS to enter into this legal services agreement.

FOREVER JUSTICE ALLIANCE, PLLC
c/o Brad Morris Law Firm, PLLC
1603 University Avenue / P.O. Box 2136 / Oxford, MS 38655
Ph. 662-701-0909 / Email: info@foreverjusticealliance.com
ForeverJusticeAlliance.com

LEGAL REPRESENTATION TERMS OF SERVICE

Scope of Representation:

This Legal Representation Terms of Service (the "Agreement") contains the terms under which Brad Morris Law Firm, PLLC ("BMLF"), the Forever Justice Alliance, PLLC ("Forever Justice AllianceSM" or "FJA"), a wholly owned subsidiary of BMLF, and Gibbs Travis PLLC ("GT"), will provide legal services to the above-named Public/Community Water System as their client (the "PWS/CWS" or "Client"). This includes authority for BMLF, in its sole discretion, to associate other attorneys and/or law firms as it deems necessary to assist with representing Client under this Agreement. (BMLF, FJA, GT, and any additionally associated counsel are collectively referred to in this Agreement as the "Attorneys".) Any additionally associated counsel will be paid from the same contingency fee outlined in this Agreement without additional charge to the Client.

The Attorneys agree to provide Client legal services in connection with any potential claims Client may have related to any release or threatened release of PFAS-PFOS-PFOA, 1,4-Dioxane, and/or other related "Forever Chemicals (the "Subject Chemicals" or "Forever Chemicals") which may impact Client. Such claims may include, but are not limited to, potential exposure or threat of exposure of Client's water system to Forever Chemicals as well as legal representation and pursuit of claims or funding through litigation, settlement program, or state or federal claims program for monitoring, prevention, response, remediation, and/or removal of Forever Chemicals in relation to Client's water system. Attorneys are authorized to pursue on behalf of Client all forms of damages past, present, or future which may be recoverable under the law including, but not limited to, all response costs, remediation costs, removal costs, monitoring, prevention, attorneys' fees, or other damages. These potential claims will be brought against any responsible person or entity as may be defined under the law including the manufacturer(s), distributor(s), or disposer(s) of the Subject Chemicals and any related companies, or any other person, firm, corporation, or settlement/victims/governmental fund which may be liable or provide compensation for such claims. The scope of this Agreement is limited to those claims related to Forever Chemicals.

EXCEPTION OF "AFFF" CLAIMS: *The scope of legal representation for the Client under this Agreement does NOT include the Client's existing claim(s) in the Aqueous Film-Forming Foams (AFFF) Products Liability Litigation MDL No. 2873 in the U.S. District Court for the District of South Carolina, for which Client has separate legal counsel. The Attorneys under this Agreement accept no responsibilities in relation to Client's AFFF claim(s), and the Attorneys under this Agreement make no claim for attorney fees from any recovery for Client arising from the claim(s) in the AFFF MDL. The Client authorizes the Attorneys under this Agreement exclusive authority to pursue all other Forever Chemicals claims on behalf of the Client against all other potential defendants who are not explicitly named or included in the AFFF MDL. Upon execution of this Agreement, the Client agrees that no other attorneys or firms, including the attorneys or firms who represent the Client in the AFFF MDL, shall have any authority to represent the Client on Forever Chemicals claims against any defendant outside of the existing AFFF MDL, and no other attorneys or firms, including the attorneys or firms who represent the Client in the AFFF MDL, shall be entitled to any share of attorney fees for claims brought against any defendant outside of the existing AFFF MDL.*

If the need should arise for an appeal either to be prosecuted or defended, then Client and the Attorneys may enter into a separate agreement for terms of representation on appellate work. The Attorneys do not automatically undertake representation of Client on appeal through this Agreement. The Attorneys are not representing Client under this Agreement in connection with **defense** of any claim(s) against Client for property damage, personal injury, cancer, or other disease as a result of exposure or discharge of Forever Chemicals through water or wastewater controlled by Client; however, as part of this representation, Attorneys will proactively seek contribution and indemnity on behalf of Client in relation to any such potential claims.

Joint Representation:

BMLF and Gibbs Travis PLLC shall be jointly and severally liable for this representation, with BMLF being primarily responsible for handling the case when anything needs to be done including maintaining the Client file, ensuring the case or claim(s) is filed in the proper forum in compliance with the applicable Statute of Limitations, and meeting any other requirements of any state court, federal court, or claims program.

All proceeds from any recovery will be processed through the legal trust account of BMLF with BMLF having responsibility for processing and disbursement of all funds, including withholding and reimbursement of all case expenses, withholding and payment of liens, apportionment and payment of legal fees to co-counsel, and disbursement of net proceeds to the Client.

Identification of Defendants Prior to Filing Lawsuit:

Due to the nature of this litigation, **the identities of all potential defendants on the claim have not yet been identified.** Client understands it is likely that this litigation will ultimately include numerous defendants in the causal chain, from those who generated the Subject Chemicals through those who disposed of the Subject Chemicals. By entering this Agreement, Client authorizes the Attorneys to take necessary action to investigate the potential claims, identify potential defendants, and direct and advise Client on necessary and reasonable response, remediation, and removal.

It is anticipated that this litigation may require filing of multiple claims and/or initiation of litigation in multiple forums to obtain full compensation on behalf of Client.

Before any lawsuit or claim is filed under the Client's name, the Client will be provided a list of all known potential defendants for these claims. CLIENT WILL HAVE THE OPPORTUNITY TO DECIDE WHETHER OR NOT TO PROCEED WITH EACH STEP OF THE LITIGATION OR CLAIMS PROCESS AFTER CLIENT REVIEWS THE LIST OF KNOWN POTENTIAL DEFENDANTS FOR THAT PARTICULAR LITIGATION OR CLAIMS PROCESS.

Attorney/Professional Fees:

In exchange for the services to be rendered and as consideration for Attorneys agreeing to represent Client, Client agrees to pay Attorney's usual and customary attorney and professional fees for undertaking representation on the claim. Client understands that Attorneys offer Client the choice at the time Client enters this contract to **either** pay attorney and professional fees on a contingency fee basis **or** on a retainer fee basis. Client understands and agrees that once the selection for a fee arrangement is made under this Agreement, and Attorneys undertake representation based on the choice of fee basis, the fee basis cannot be modified or changed unless Attorneys agrees to do so in writing or by order of a court of competent authority and jurisdiction.

Contingency Fee Basis is Accepted: Client affirmatively **accepts the contingency fee basis** for attorney fees under this Agreement. Client understands and agrees that under this Agreement Client is affirmatively choosing the contingency fee basis, so instead of paying attorney and professional fees up front, **Client will only pay attorney fees if Attorneys get a recovery on the case through judgment or settlement or claims program.** Under this contingency fee basis, Client agrees to set over and assign to BMLF an undivided contingent attorney fee interest in the claim as consideration for 1) the legal services provided to Client, 2) relief from the economic burden and financial risk of paying attorney and professional fees up front, 3) relief from the burden of any attorney fees unless Client get a recovery, and 4) the risk that the Attorneys are taking that they may not receive any attorney fee from the case if the claim is unsuccessful.

Under this contingency fee basis, **Client agrees to pay the Attorneys contingent fees equal to TWENTY-FIVE PERCENT (25%) of the total amount recovered** for Client (before expenses and third-party liens are deducted), whether lump sum or a structured settlement calling for future payments or a contribution of both, payable at the time of settlement or payment.

The contingent fees of the Attorneys will be divided as follows under this Agreement:

BMLF:	60% of the contingency fee
GT:	40% of the contingency fee

Fees for any other attorneys associated under this agreement will be deducted from this same contingency fee. Client will not be charged extra for any additionally associated attorneys. (*Except appellate counsel is not covered by this contingency fee.*)

Client understands that if Attorneys undertake representation on the claim on a contingent basis based upon Client signing this Agreement and Client later dismisses Attorneys and hires another attorney or law firm, Attorneys shall be entitled to repayment from the portion of the proceeds for any case expenses incurred by Attorneys prior to discharge, and Attorneys shall retain a lien for their reasonable portion of attorneys' fees up to that point. Client agrees that Attorneys' portion of attorney fees on the claim shall be at least fifty percent (50%) of the total attorneys' fees paid on the claim if a lawsuit or other proceeding is filed or if the claim is enrolled in a court or government approved settlement program before discharge of Attorneys. If any court or claim administrator decides the amount or reasonableness of the attorney fee that is owed to Attorneys under this Contingent Fee Agreement based on *quantum meruit* (or hourly billing based on the work performed by Attorneys up to the point of

discharge), Client understands and agrees that Attorneys' hourly rates for *quantum meruit* billing under the contingency fee basis are significantly higher than the rates used for a retainer fee, because of the risk that no fee will be collected by Attorneys under a contingency fee arrangement. Client acknowledges and agrees that Attorneys' standard billing rates for *quantum meruit* billing under contingent fee agreements such as this are \$743.75/hour for primary/senior counsel and co-counsel, \$332.50/hour for associate/support attorneys, and \$157.50/hour for paralegal or other professional support staff which is customary and reasonable based on the Attorneys' expertise, the specialized knowledge and skills required for this type of litigation, complexity of the litigation, and the risks the Attorneys face when undertaking such a case on contingency fee basis.

Retainer Fee Basis is Declined: Client affirmatively declines the retainer fee basis for attorney fees under this Agreement. Client understands and agrees that had Client chosen the retainer fee basis, Client would be required to pay an upfront retainer fee to Attorneys. Attorney and professional fees would then be deducted from the retainer based on hourly billing as work on the case is performed, and Client would be required to pay an additional retainer each time the retainer funds are exhausted until the conclusion of this matter. Client understands and agrees that failure to replenish the retainer fee when required would result in Attorneys withdrawing from representation on the case. The hourly rates for the Attorneys under the retainer fee basis are \$425/hour for primary/senior counsel and co-counsel, \$190/hour for associate/support attorneys, and \$90/hour for paralegal or other professional support staff which is customary and reasonable based on the firm's expertise and the specialized knowledge and skills required for this type of complex litigation. Client understands that the hourly rates under a retainer fee basis are typically significantly lower than the equivalent *quantum meruit* hourly rate for attorney fees under a contingency fee basis, because the Attorneys are being paid up front regardless of the outcome under a retainer fee arrangement. In exchange for the reduced hourly fee rates under the retainer fee basis, Client understands that Client would receive the entire recovery from any settlement or verdict or claim recovery on the case; however, if Client loses the case or claim and does not get a recovery, Client would lose the attorney and professional fees that Client paid the Attorneys under a retainer fee arrangement, in addition to the damages already suffered.

Recovery of Attorney Fees: If Attorneys are able to recover any portion of attorney fees for **litigation activity** from defendants on behalf of the client, then the amount of attorneys' fees recovered for litigation activity will be deducted or offset from the 25% contingency fee. If a recovery from defendants of attorneys' fees for litigation activity is equal to or greater than 25% of the non-fee gross recovery to the Client, then the contingent fee will be waived entirely in lieu of Attorneys receiving the recovered fee.

Case Litigation Expenses:

Client understands that there will be costs associated with pursuing the subject claim(s). The Attorneys agree to advance all expenses necessary or advisable in Attorneys' discretion to pursue the potential claims. These expenses will be deducted from any settlement, judgement, award, or claim payment and reimbursed to Attorneys before any money is disbursed to Client. Expenses include, by way of example and without limitation, expert witness fees, filing fees, fees for court reporters and transcripts, videotaped depositions, copying costs, legal research expenses, travel expenses, public records, medical records, and all other out-of-pocket expenses directly incurred while investigating or litigating this claim including jury research, focus groups, other trial preparation, and/or interest incurred from third-party lenders to cover these case expenses.

Client authorizes the Attorneys to incur reasonable expenses in connection with the litigation or settlement of the claim. Client understands expenses in this case may be significant. If Attorneys represent more than one client with similar claims (which Attorneys intend to do), and if certain expenses can be fairly characterized as benefitting multiple clients, Attorneys will divide such common expenses pro rata among each of the clients.

Client understands that Attorneys offer Client the choice at the time Client enters this contract for all case expenses to either be advanced by the Attorneys or by the Client. Client must choose one option or the other to cover the case expenses. Once the selection for covering case expenses is made under this Agreement, and Attorneys undertake representation based on the choice, the manner in which case expenses are covered cannot be modified or changed unless the Attorneys agree to do so in writing or by order of a court of competent authority and jurisdiction.

Contingent Advance of Case Expenses by the Attorneys is Accepted: Client affirmatively accepts the option that the Attorneys will advance all case expenses under this Agreement on a contingent basis. Client chooses for the Attorneys to advance the case

litigation expenses, so **Client will not have to pay any money in advance for the expenses to pursue the claim and Client will only reimburse case expenses if the Attorneys get a recovery on the case.** In consideration for the Attorneys advancing the case expenses, Client authorizes BMLF to withhold reimbursement for all case expenses from the Client's portion of the recovery on the claim, after attorney fees are deducted, whether that recovery is by settlement, court decision, or claims process. As further consideration for Attorneys undertaking representation on the claim and for the Attorneys advancing the case expenses to pursue the claim, Client agrees that interest shall accrue at a rate of 1.5% per month on the total principal amount of accumulated case expenses outstanding at the end of each month until the expenses are reimbursed to the Attorneys for all case expenses that the Attorneys advance for the case. Client understands and agrees that this interest charge on case expenses is appropriate and fair because the Attorneys cannot use that money for other purposes if it is being used on expenses for the case. Additionally, and alternatively, Client authorizes Attorneys in their sole discretion to finance all or a portion of the case expenses on the claim through loans or lines of credit from third-party banks, financial institutions, or other lenders and the interest expense and other associated charges of the financing will be passed on to the Client, as a case expense. Client understands and agrees that if Attorneys use a third-party lender to finance expenses on the claim, interest on any case expenses funded through a third-party lender will accrue at the rate and with finance charges imposed by the applicable third-party lender and Attorneys will not separately charge 1.5% per month interest on those expenses. Client agrees that payment from the recovery to a third-party lender for the interest and finance charges that accrue on advances for the case expenses is appropriate and fair because Client benefits from Attorneys or the lender assuming the risk on such loans or lines of credit to cover the case expenses, which Client does not have to repay unless Client gets a recovery on the claim, thereby relieving Client from that risk.

Client Advancing Case Expenses is Declined: Client affirmatively **declines** the option of advancing case expenses under this Agreement. If Client chose to advance case expenses, Client would be required to pay a retainer from which case expenses would be deducted as those expenses are incurred, and Client would be required to pay an additional retainer each time the retainer funds are exhausted until the conclusion of this matter. Client understands that if Client advanced the case expenses from Client's own pocket and there is a recovery on the claim, the total cost of pursuing the case may be significantly lower since Client will not incur interest on the case expenses. However, Client also understands that the costs of litigation may be significant and more than Client can afford or desires to pay upfront, the case expenses may be tied up for several years while the case is pending, and if the claim is unsuccessful, Client will not be reimbursed for the case expenses that Attorneys bill from the retainer, even if Client only gets a small recovery or does not get a recovery at all.

Response, Remediation, and Removal Costs:

Due to the unique nature of these claims, the Attorneys will be providing Client additional services under this Agreement related to necessary and reasonable response, remediation, and removal of the Subject Chemicals. Client understands and agrees those services go beyond strictly legal representation of Client in any litigation or claims process related to the Subject Chemicals. Under some potential theories of recovery (e.g. – federal CERCLA claims), **Client is entitled to have the defendants or responsible parties pay or reimburse costs that are part of necessary and reasonable response, remediation, and removal of the Subject Chemicals.** Such necessary and reasonable response, remediation, and removal costs may include billable time that the Attorneys spend on such activity, as well as costs or expenses incurred by experts, consultants, and/or other vendor services as part of necessary and reasonable response, remediation, and removal activity.

Client authorizes Attorneys to take action(s) the Attorneys deem necessary and reasonable for purposes of response, remediation, and removal of the Subject Chemicals including engagement of experts, consultants, and/or other vendor services on behalf of Client. Client authorizes the Attorneys to either advance such costs or utilize third-party lenders to finance such costs of necessary and reasonable response, remediation, and removal activities on the same terms as outlined in the preceding section for case litigation expenses. All such response, remediation, and removal costs will be tracked separately from litigation case expenses. All response, remediation, and removal activities by the Attorneys will be separately tracked, billed, and submitted to the defendants/court/settlement program based upon Attorneys' standard hourly rates of \$425/hour for senior/primary counsel and co-counsel, \$190/hour for associate/support attorneys, and \$90/hour for paralegal or other professional support staff.

Third Party Liens:

Certain third parties may have, or may assert in the future, liens on any recovery Client might ultimately obtain by verdict, settlement or otherwise. (For example, if Client's insurance company pays toward Client's damages.)

- (a) Client recognizes and understands that any liens must be resolved and satisfied before the Attorneys can distribute to Client their portion of recovery for of any settlement, judgment, or award.
- (b) Client further acknowledges that the Attorneys may engage the services of a company that specializes in resolving these types of liens and that any fee paid to such company will be treated as an expense or advance under this Agreement.
- (c) Satisfaction of liens could significantly reduce, or could even eliminate entirely, any net proceeds to Client from this matter. If any liens on the proceeds of this matter are asserted, Client authorizes Attorneys to hold, in trust, any funds reasonably believed are or may be subject to liens until such liens are resolved and released.

Investigation and Attorneys' Right to Withdraw:

The Attorneys intend to investigate Client's potential claims and may, in Attorney's absolute discretion, withdraw at any time from the investigation, prosecution, or pursuit of the claim(s). Attorneys may also withdraw from Client's representation if Attorneys find that there is no source of recovery reasonably believed to be available to satisfy any judgment that Client might obtain. If Attorneys withdraw from representation, Client will owe Attorneys nothing. Client understands that Attorneys will investigate the claims prior to filing a lawsuit or claim. As this investigation can take significant time and is dependent upon records and other evidence being obtained, the Statute of Limitations may run out in this matter. In the event this Agreement is executed within ninety (90) days of the expiration of any applicable Statute of Limitations, Client agrees to hold attorney harmless in the event the case is not filed before the Statute of Limitations.

Termination of Agreement by Client:

Client may terminate the Attorneys as legal counsel at any time by written notice to BMLF. If Client terminates this Agreement prior to settlement or verdict, Client agrees the Attorneys will be reimbursed all expenses, costs, finance charges, and interests advanced on Client's behalf and the Attorneys will be paid reasonable attorney fees for work performed on this matter from any recovery the Client ultimately obtains on these claims, as outlined in this Agreement or otherwise determined by a Court of competent jurisdiction.

No Guarantee of Outcome:

There is no way to predict the outcome of this matter and by agreeing to provide Client legal services, the Attorneys are not, and cannot, guarantee a certain outcome for Client. In the process of pursuing any claim, the value of the claim and resources necessary to pursue the claim can, and often do, change.

Potential Conflicts – Multiple Clients with Similar Claims:

The Attorneys intend to represent multiple clients with potential claims like Client's. This could present a conflict of interest and there are certain risks associated with this kind of arrangement of which the Client should be aware. While Attorneys will try to avoid such issues if it is practical to do so, they might still occur. If any conflict of interest affecting Client does arise, Attorneys will inform Client promptly and work with Client on how best to proceed in accordance with the applicable Rules of Professional Conduct. Potential conflicts of interest may include:

- (a) Attorneys discover that there is a limited pool of assets from which recovery is reasonably likely (for example, an insurance policy) and those assets are insufficient to pay all of Attorneys' clients full value for their claims;
- (b) The defendants offer an aggregate or "lump sum" settlement to all of Attorneys' clients that does not specify the amount each client will receive;
- (c) The defendants offer to settle, but only if a certain percentage, or even all, of Attorneys' clients accept the proposed deal; and,

(d) Attorneys may be required by the applicable Rules of Professional Conduct to share material information about Client's claim(s) and negotiating position with Attorneys' other clients.

Bankruptcy Voting:

In the event Defendant(s) file for bankruptcy protection, Client hereby agrees and authorizes Attorneys to cast Client's vote as a creditor for any proposed bankruptcy plan Attorneys deem appropriate.

Participation in Class Action or Multidistrict Litigation:

In some instances, the court may order Client's claim to be litigated, in whole or in part, through a Class Action or Multidistrict Litigation ("MDL") or similar process. Similarly, the Attorneys may determine that it is in the best interest of Client to initiate a Class Action, MDL, or similar process. In that event, all cases involving similar claims against common adversaries or defendants will be sent to a designated court for consolidated proceedings. Under those circumstances, attorneys for different claimants will contribute work and pay certain expenses for the common benefit of all claimants. The Class, MDL or Consolidated court may order that each claimant pay a portion of his or her judgment or settlement to a fund established to reimburse attorneys for expenses paid and work performed for the common benefit of all claimants. Client hereby acknowledges that, in addition to representing Client, the Attorneys may perform common benefit work and receive compensation from the common benefit fund. The Attorneys' receipt of compensation from a common benefit fund will have no effect on the contingent fees to be paid under this Agreement.

All Terms Stated, Severability, Venue:

Client understands and agrees that all the terms for Attorneys to undertake representation of Client on this matter are stated in this Agreement and any changes or additions to these terms must be in writing. Client agrees that if any court or other legal authority finds any part of this Agreement void or unenforceable, then those specific terms deemed void or unenforceable shall be stricken but all other terms of this Agreement shall remain in effect. Client agrees that unless another specific court has jurisdiction to approve or ratify this Agreement, the Chancery Court of Lafayette County, Mississippi shall have jurisdiction to resolve any dispute(s) regarding the terms of this Agreement.

THIS CONTRACT FOR LEGAL REPRESENTATION IS ACCEPTED UPON THE ABOVE TERMS OF SERVICES:

On behalf of the Client, _____:
(Print Name of Client)

Authorized Signature for Client

Date

On behalf of Brad Morris Law Firm, PLLC and Forever Justice Alliance, PLLC:

Signature for BMLF and FJA

Date

On behalf of Gibbs Travis PLLC:

Signature for GT

Date

18

OFFICE OF THE CITY ATTORNEY
3/13/26

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF USAA CASUALTY INSURANCE COMPANY V. CITY OF JACKSON IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 24-1107.

WHEREAS, on April 9, 2024, USAA filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi,

WHEREAS, Plaintiff, USAA alleged negligence against the City and its employees arising out of a sewage overflow and flooding of a house that occurred on January 9, 2023; and,

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney recommends the City of Jackson fully and finally resolve the aforementioned lawsuit for \$24,000.00 in return for a complete release of the City of Jackson, Mississippi, from the lawsuit; and,

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, or its employees or officers; and,

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for \$24,000.00 in the lawsuit styled *USAA Casualty Insurance Company v. City of Jackson, Mississippi, et al.*, County Court of Hinds County, Mississippi, First Judicial District, Cause No. 24-1107; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff, and Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE

Budgeted:

Acct #

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

____ yes ____ no

001519306414

Item# _____

Date: _____

By: Horhn, Martin

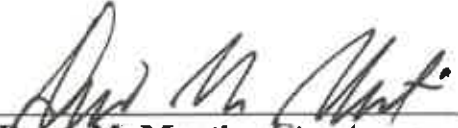
Agenda Item No. 18
January 13, 2026
(D.Martin, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF USAA CASUALTY INSURANCE COMPANY V. CITY OF JACKSON IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 24-1107** is legally sufficient for placement in NOVUS Agenda.


Drew M. Martin, *City Attorney*
Jason Nabors, *Special Assistant*

JN

11/6/25
DATE

19

RESOLUTION REQUESTING AND AUTHORIZING THE TRANSFER OF MAINTENANCE, OPERATION, AND JURISDICTION OF U.S. HIGHWAY 49 (MEDGAR EVERS BOULEVARD) WITHIN THE CITY OF JACKSON BACK TO THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION; AND FOR RELATED PURPOSES.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, U.S. Highway 49, now called Medgar Evers Boulevard, is a major roadway of statewide importance that runs through the City of Jackson; and

WHEREAS, during a prior administration, the City of Jackson assumed responsibility for the maintenance and operation of certain state highways located within the city limits, including U.S. Highway 49; and

WHEREAS, the maintenance, reconstruction, and long-term sustainability of U.S. Highway 49 require resources and infrastructure investment consistent with statewide transportation planning; and

WHEREAS, the City of Jackson is currently experiencing financial and operational constraints that limit its ability to adequately maintain major state-designated thoroughfares; and

WHEREAS, the Mississippi Transportation Commission and the Mississippi Department of Transportation (MDOT) are statutorily charged with the planning, construction, maintenance, and operation of the state highway system; and

WHEREAS, returning U.S. Highway 49 / Medgar Evers Boulevard to state jurisdiction would promote public safety, enhance transportation efficiency, and ensure consistent roadway standards; and

WHEREAS, it is in the best interest of the City of Jackson and the citizens of Mississippi that U.S. Highway 49 / Medgar Evers Boulevard be maintained as part of the state highway system.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby requests and authorizes the transfer of maintenance, operation, and jurisdiction of U.S. Highway 49 (Medgar Evers Boulevard) within the City of Jackson back to the Mississippi Transportation Commission and the Mississippi Department of Transportation; and for related purposes.

SO RESOLVED, this the ____ day of _____, 2026.

Agenda Item No. 19
January 13, 2026
(Stokes)

