



REVISED

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

May 5, 2026

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND LELAR HODGES-JOHNSON OF GREATER BLAIR STREET AME ZION CHURCH (WARD 7)**

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 VALERA PROPERTY MANAGEMENT LLC, TO DEMOLISH AND TO PERFORM OTHER WORK 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-24-145 LOCATED AT 744 MONTEREY ST. PARCEL #212-80 - \$17,845.00. (WARD 6)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH 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-23-2521 LOCATED AT 2816**

KINGSWOOD AVE.– PARCEL #606-141– \$17,565.00. (WARD 7)

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK 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-22-1172 LOCATED AT 1355 MARKS AVE– PARCEL #406-74 – \$17,755.00. (WARD 3)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON AND RICHARDSON ENTERPRISES, LLC TO DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-210 LOCATED AT 2749 TERRY RD.– PARCEL #209-15– \$6,000.00 (WARD 5)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON & RICHARDSON ENTERPRISES LLC, TO DEMOLISH AND TO PERFORM OTHER WORK 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-24-254 LOCATED AT 111 TREEHAVEN DR. PARCEL #607-77- \$8,000.00 (WARD 6)**
8. **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 STRUCTURES, 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-25-1517 LOCATED AT 1219 MCCLUER RD.– PARCEL #856-1– \$2,240.00. (WARD 6)**
9. **ORDER DECLARING PARCEL NUMBER 99-24 LOCATED AT 0 DEWITT AVENUE TO BE SURPLUS AND AUTHORIZING THE MAYOR TO DISPOSE OF SAME PURSUANT TO SECTION 21-17-1(11)(a) BY CONVEYING TO AARON HONEYSUCKER- A CONTIGUOUS PROPERTY OWNER INTERESTED IN DEVELOPING IT AND REMOVING THE BLIGHTED CONDITIONS. (BROWN, HORHN)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR KONICA MINOLTA COPIERS TO BE USED BY THE RISK MANAGEMENT DIVISION. (D. MARTIN, HORHN)**

11. **APPROVAL OF THE APRIL 21, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

12. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS. (D.MARTIN, HORHN)**
13. **ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM AND REGULATORY FRAMEWORK ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS WITHIN THE CITY OF JACKSON. (GRIZZELL)**

REGULAR AGENDA

14. **CLAIMS (CALDWELL, HORHN)**
15. **PAYROLL (CALDWELL, HORHN)**
16. **ORDER CONFIRMING THE APPOINTMENT OF PIETER TEEUWISSEN TO THE SPECIAL SALES TAX COMMISSION.**
17. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF AUSTIN BARBOUR TO THE METRO JACKSON WATER AUTHORITY. (HORHN)**
18. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DANIEL L. WALKER TO THE METRO JACKSON WATER AUTHORITY. (HORHN)**
19. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHIRLEY R. TUCKER TO THE METRO JACKSON WATER AUTHORITY. (HORHN)**
20. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO MORRIS AND MCDANIEL, INC. FOR PROVIDING ONLINE ENTRY-LEVEL TESTING FOR POLICE RECRUITS. (BRACKNEY, HORHN)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH FIREFIGHTER LEVEL I/II NFPA 1010 COURSE TO THE JACKSON FIRE DEPARTMENT. (ALL WARDS) (THOMAS, HORHN)**
22. **ORDER AUTHORIZING THE AWARD OF MATCHING GRANTS TO ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SUPPORTING SOCIAL AND COMMUNITY SERVICES PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EACH ORGANIZATION RECEIVING AN AWARD. (JUNIOR, HORHN)**
23. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO CDW GOVERNMENT IN THE AMOUNT OF \$49,556.96 FOR THE IT DEPARTMENT'S UNITRENDS SOLUTION. (SLATER, HORHN)**
24. **ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE UNITED**

STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION THE APPLICATION ACCEPTING CONGRESSIONALLY APPORTIONED FUNDS IN THE AMOUNT OF \$3,666,456 PURSUANT TO TITLE 49 SECTION 5307 OF THE U.S. CODE AND \$293,535 PURSUANT TO TITLE 49 SECTION 5339 OF THE U.S. CODE. (BROWN, HORHN)

25. **ORDER AUTHORIZING THE MAYOR TO RELEASE COMMUNITY FOUNDATION OF MISSISSIPPI AS THE FISCAL AGENT FOR THE NATIONAL FOLK FESTIVAL AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE JACKSON REDEVELOPMENT AUTHORITY TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, IN THE YEARS 2026 AND 2027. (BROWN, HORHN)**
26. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE BLOOMBERG CENTER FOR PUBLIC INNOVATION AT JOHNS HOPKINS UNIVERSITY FOR A LOVE YOUR BLOCK PROGRAM GRANT. (BROWN, HORHN)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY. (TEEUWISSEN, HORHN)**
28. **ORDER ACCEPTING ROAD WORK PERFORMED BY HINDS COUNTY ON CITY OF JACKSON STREETS AND AUTHORIZING THE PAYMENT OF FUNDS FROM THE SPECIAL SALES TAX FUND. (ANDERSON, HORHN)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH EJES, INC. FOR STREET RESURFACING PROJECT—PHASE 2. (ANDERSON, HORHN)**
30. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (60) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD. (D.MARTIN, HORHN)**
31. **RESOLUTION OF THE JACKSON CITY COUNCIL DECLARING THE COST AND PENALTY ASSOCIATED WITH THE DEMOLITION OF THE PROPERTY LOCATED AT 4639 NORTH HIGHWAY 55, JACKSON, MISSISSIPPI, SHALL BE COLLECTED AS A CIVIL DEBT AGAINST THE PROPERTY OWNERS. (D.MARTIN, HORHN)**
32. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “FORTNER V. CITY OF JACKSON, MISSISSIPPI” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-652. (D.MARTIN, HORHN)**
33. **RESOLUTION AUTHORIZING THE ISSUANCE OF MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2026 (CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER SYSTEM REVENUE REFUNDING**

BOND PROJECT) IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-THREE MILLION SIX HUNDRED ELEVEN THOUSAND DOLLARS (\$33,611,000) (THE "SERIES 2026 BONDS") IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES FOR THE PURPOSE OF REFUNDING, DEFEASING AND RESTRUCTURING ALL OR A PORTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE MISSISSIPPI DEVELOPMENT BANK, AS DESCRIBED HEREIN; AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S DIRECT LOAN AND ISSUANCE OF THE SERIES 2026 BONDS; AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF CERTAIN BOND AND FINANCING DOCUMENTS AS DEFINED HEREIN; AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS THROUGH ANY INSTRUMENTALITY, AGENCY, OR BODY CORPORATE AND POLITIC ESTABLISHED PURSUANT TO APPLICABLE LAW; AND FOR RELATED PURPOSES. (D.MARTIN, HORHN)

34. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, IN SUPPORT OF THE CELEBRATIONS OF TEACHERS DURING TEACHER APPRECIATION WEEK AND RECOGNIZING THEIR INVALUABLE CONTRIBUTIONS TO THE COMMUNITY. (JACKSON CITY COUNCIL)**
35. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING PERSONS WHO HAVE CONSUMED ALCOHOL AND/OR ILLEGAL DRUGS FROM ATTENDING CITY COUNCIL MEETINGS. (STOKES)**
36. **ORDER AUTHORIZING THE CITY TO PURCHASE REAL PROPERTY FOR USE AS A SOUTH JACKSON COMMUNITY MEETING SPACE. (BROWN-THOMAS)**
37. **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM OF MISSISSIPPI'S PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEM. (CALDWELL, HORHN)**
38. **ORDER CONFIRMING THE APPOINTMENT OF THE HONORABLE JOHN HORHN TO THE SPECIAL SALES TAX COMMISSION.**
39. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING AND SUPPORTING THE CELEBRATION OF MOTHER'S DAY, 2026.(STOKES)**

DISCUSSION

40. **DISCUSSION: MARY JONES CENTER (STOKES)**
41. **DISCUSSION: COLD CASES (STOKES)**
42. **DISCUSSION: LITIGATION MATTERS (D.MARTIN)**

PRESENTATION

PROCLAMATION

43. PROCLAMATION RECOGNIZING MAY 11-17, 2026 AS NATIONAL SALVATION ARMY WEEK. (HORHN)
44. PROCLAMATION RECOGNIZING THE 57TH ANNIVERSARY OF PROFESSIONAL MUNICIPAL CLERKS WEEK. (HORHN)

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

45. 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

4/13/26
J.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT LLC, TO DEMOLISH AND TO PERFORM OTHER WORK 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-24-145 LOCATED AT 744 MONTEREY ST. PARCEL #212-80 - \$17,845.00 (WARD 6)

WHEREAS, the State of Mississippi received 744 Monterey St. 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 September 15, 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 demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-145 located at 744 Monterey St. parcel #212-80 in Ward 6 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, Richardson & Richardson Enterprises, LLC submitted the lowest and best bid in the amount of \$9,500.00 on January 20, 2026. Mr. Terrance Richardson, a representative for Richardson & Richardson, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 744 Monterey St.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid, which is Valera Property Management, LLC in the amount of \$17,845.00; and

WHEREAS, Valera Property Management, LLC agreed to demolish and remove the remains of the dilapidated structure, trash and debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free from any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 744 Monterey St. for the sum of \$17,845.00; and

WHEREAS, Valera Property Management LLC has a principal office address of 1 Woodgreen Pl. Ste. 102 Madison, MS 39110, 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: Amendment.

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

Agenda Item No. 3
May 5, 2026
(Brown, Horhn)

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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").
- (H) The Vendor must 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.

2.2 The Vendor must 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.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 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.

3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or

relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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	Valera Property Management, LLC Victor Valera 1 Woodgreen Place Suite 102 Madison, MS 39110
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

Vendor 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

\$17,845.00 The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: **Performance Bond**

27.1 **Bond Requirement.**

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 **Surety Qualifications.**

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 **Form of Bond.**

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 **Delivery and Effectiveness.**

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 **No Limitation of Remedies.**

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 **Duration of Bond Obligations.**

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 **No Waiver of Sovereign Immunity.**

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: **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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor shall perform the following work on the premises identified as **Parcel #±** bearing the **physical address** of 744 Monterey Street legally described as **LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES** for Case **#CE-24-145**:

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.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

30.2 Specifications, Codes, and Regulations

Vendor must 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 31: 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 32: Time for Completion; Liquidated Damages

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

32.2 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 Agreement 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.

32.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

32.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

32.5 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:

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

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

Section 33: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 34: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 35: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The

parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 36: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 37: Waiver.

The City'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.

Section 38: Amendment.

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

Section 39: Asbestos and Lead Compliance.

39.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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").
- (H) The Vendor must 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.

39.2 The Vendor must 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.

39.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 40: Assignments and Subcontracts.

40.1 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.

40.2 Vendor must 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 41:

Section 42: Authority.

Each party represents that it has:

42.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 43: Compliance with Laws.

VENDOR must 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).

Section 44: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 45: Debris and Material Removal.

- 45.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 45.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 45.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 46: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 47: Equal Employment Opportunity; Nondiscrimination.

47.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

47.2 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.

47.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

47.4 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.

47.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 48: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 49: 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 50: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 51: Guaranty

The Vendor must 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 must 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 52: Governing Law

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 53: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 54: Indemnification

The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection

with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

Section 55: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors
- (D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

55.2 Vendor must, at its expense, carry City of Jackson'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.

55.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

55.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 56: 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 does 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.

Section 57: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 58: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 59: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 60: 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, must 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	Valera Property Management LLC Victor Valera 1 Woodgreen Pl Suite 102 Madison, Mississippi 39110
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 61: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 62: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 63: Payment Terms

Vendor 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

\$_17,845.00_. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 64: **Performance Bond**

64.1 **Bond Requirement.**

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

64.2 **Surety Qualifications.**

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

64.3 **Form of Bond.**

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

64.4 **Delivery and Effectiveness.**

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

64.5 **No Limitation of Remedies.**

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

64.6 **Duration of Bond Obligations.**

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

64.7 **No Waiver of Sovereign Immunity.**

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 65: **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 66: Remedies

66.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

66.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

66.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

66.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

66.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

66.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

66.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

66.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 67: Scope of Work

The Vendor shall perform the following work on the premises identified as **Parcel #+** bearing the **physical address** of 744 Monterey Street legally described as **LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES** for Case **#CE-24-145**:

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.

Section 68: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 69: Specifications, Codes, and Regulations

Vendor must 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 70: 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 71: Time for Completion; Liquidated Damages

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

71.2 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 Agreement 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.

71.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

71.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

71.5 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:

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

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

Section 72: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 73: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

- (B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 74: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The

parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 75: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 76: Waiver.

The City'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.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Valera Property Management LLC. to 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 and remedy the other conditions on the property located at 744 Monterey St. Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$17,845.00 shall be paid to Valera Property Management LLC for the services provided from funds budgeted for the Division.

DATE:
02/26/2026

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	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: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 6			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$17,845.00			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	



Memo

To: John Horhn, Mayor
From: Angela Brown, Director
Date: 4/15/2026
Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with VPM Construction dba Valera Property Management LLC to demolish structures 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 contract and related documents for project selected and awarded to the said contractor for the following case #CF-24-145.

Thank you for your prompt consideration in this matter.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC, TO DEMOLISH AND PERFORM OTHER WORK TO REMEDY 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-24-145 LOCATED AT 744 MONTEREY ST. PARCEL #212-80- \$17,845.00 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 Valera Property Management LLC having its principal place of business at 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 and mailing address of 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Victor Valera to remedy conditions which threaten public health, safety, and welfare on Parcel Number 212-80 bearing the physical address of 744 Monterey Street 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: Amendment.

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

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
 - (B) The Vendor must 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 will apply.
 - (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 - (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
 - (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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".)
 - (H) The Vendor must 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.
- 2.2 The Vendor must 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.
- 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 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.

3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

- 10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.
- 10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors
- (D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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	Valera Property Management, LLC Victor Valera 1 Woodgreen Place Suite 102 Madison, MS 39110
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: **Occupational Safety and Health Act (OSHA) Compliance**

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: **Payment Terms**

Vendor 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

\$17,845.00 The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: **Performance Bond**

27.1 **Bond Requirement.**

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 **Surety Qualifications.**

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 **Form of Bond.**

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 **Delivery and Effectiveness.**

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 **No Limitation of Remedies.**

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 **Duration of Bond Obligations.**

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 **No Waiver of Sovereign Immunity.**

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: **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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel # _____
_____ bearing the physical address of _____ legally described _____

_____ for Case # _____

Section 31: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 32: Specifications, Codes, and Regulations

Vendor must 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 33: 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 34: Time for Completion; Liquidated Damages

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

34.2 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 Agreement 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.

34.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

34.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

34.5 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:

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

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

Section 35: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 36: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

- (B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 37: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 38: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 39: Waiver.

The City'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.

Section 40: Amendment.

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

Section 41: Asbestos and Lead Compliance.

41.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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").
- (H) The Vendor must 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.

41.2 The Vendor must 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.

41.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 42: Assignments and Subcontracts.

42.1 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.

42.2 Vendor must 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 43:

Section 44: Authority.

Each party represents that it has:

44.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 45: Compliance with Laws.

VENDOR must 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).

Section 46: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 47: Debris and Material Removal.

47.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."

47.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.

47.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 48: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 49: Equal Employment Opportunity; Nondiscrimination.

49.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

49.2 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.

49.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

49.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

49.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 50: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 51: 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 52: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 53: Guaranty

The Vendor must 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 must 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 54: Governing Law

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 55: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 56: Indemnification

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

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

Section 57: INSURANCE

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

(A) Vendor must, 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 must 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 must, 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:

- (i) Vendor's own automobiles, trucks and/or vehicles
- (ii) Hired automobiles, trucks and/or vehicles
- (iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

57.2 Vendor must, at its expense, carry City of Jackson'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.

57.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

57.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 58: Invalidation 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 does 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.

Section 59: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 60: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 61: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 62: 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, must 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	
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 63: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 64: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 65: Payment Terms

Vendor 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

\$ 17,845.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 66: **Performance Bond**

66.1 **Bond Requirement.**

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

66.2 **Surety Qualifications.**

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

66.3 **Form of Bond.**

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

66.4 **Delivery and Effectiveness.**

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

66.5 **No Limitation of Remedies.**

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

66.6 **Duration of Bond Obligations.**

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

66.7 **No Waiver of Sovereign Immunity.**

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 67: **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 68: Remedies

68.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

68.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

68.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

68.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

68.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

68.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

68.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

68.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 69: Scope of Work

The Vendor shall perform the following work on the premises identified as **Parcel #+** bearing the **physical address of 744 Monterey Street** legally described as **LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES** for Case #**CE-24-145**:

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.

Section 70: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 71: Specifications, Codes, and Regulations

Vendor must 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 72: 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 73: Time for Completion; Liquidated Damages

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

73.2 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 Agreement 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.

73.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

73.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

73.5 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:

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

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

Section 74: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 75: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 76: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 77: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 78: Waiver.

The City'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.

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 #212-80** bearing the **physical address** of **744 Monterey Street** legally described as **LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES** for Case **#CE-24-145**:

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: 2026

CASE NO: CE-24-145

CONTRACTOR: VICTOR VALERA
VPM Construction dba Valera Property Management LLC
1 Woodgreen Pl Suite 102
Madison, MS 39056

LOCATION: 744 Monterey Street

MAP / PARCEL: 212-80

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: _____

Table with 2 columns: CONTRACTOR CHECK LIST and CODE ENFORCEMENT OFFICER CHECK LIST. Rows include: COPY OF THIS NOTICE TO PROCEED, WORK COMPLETION MEMO, INVOICE, DUMP RECEIPT (IF APPLICABLE), FINAL INSPECTION COMPLETED, PHOTOS, MEMO, CONTRACT.

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE: \$17,845.00

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



Michael Watson
SECRETARY OF STATE

September 15, 2025

Robert White
Code Enforcement Officer
Community Improvement Division
City of Cit of Jackson
PO Box 17
Jackson, MS 39205-0017

RE: TAX PARCEL NUMBER: 212-80 Case No. CE-24-145
LOT 13 BLK D JACKSON BELVEDERE PT 2
744 MONTEREY ST., JACKSON, MS, HINDS COUNTY, MS

Dear Mr. White:

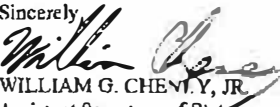
The State of Mississippi claims ownership of the above-described parcel through tax forfeiture. As we have no qualified applicants to purchase the parcel at this time, there are several options available for maintenance or disposal of it. The options include:

- ♦ The city has our permission to clean and/or clear the parcel, and we are now authorized to reimburse all reasonable maintenance costs up to 50% of the appraised market value of the land or the purchase money received from the sale of this land.

- ♦ We are also authorized to transfer title to any governmental agency, and the agency may then use the property for a public purpose. Please send us a letter requesting a transfer, listing the parcel number, description of the parcel desired, and its public purpose.

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,


WILLIAM G. CHENEY, JR.
Assistant Secretary of State
Lands Division - TH

AMENDMENT #10/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH 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-23-2521 LOCATED AT 2816 KINGSWOOD AVE.- PARCEL #606-141- \$17,565.00 (WARD 7)

WHEREAS, on January 14, 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 November 19, 2024 for Case #CE-23-2521 located at 2816 Kingswood Ave., Parcel #606-141 in Ward 7 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, Richardson & Richardson Enterprises, LLC submitted the lowest bid in the amount of \$9,000.00 on January 20, 2026. Mr. Terrance Richardson, a representative for Richardson & Richardson, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 2816 Kingswood Ave.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid, Valera Property Management LLC, in the amount of \$17,565.00; and

WHEREAS, Valera Property Management, LLC submitted the lowest and best bid, and has agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and remedy the conditions for case #CE-23-2521 located at 2816 Kingswood Ave., Jackson, MS 39204 with the quoted price of \$17,565.00; and

WHEREAS, Valera Property Management, LLC has a principal office located at 1 Woodgreen Pl. Ste. 102, Madison, MS 39110, 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: Amendment.
No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Agenda Item No. 4
May 5, 2026
(Brown, Horhn)

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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".)
- (H) The Vendor must 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.

2.2 The Vendor must 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.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 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.

3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 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.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

(A) Vendor must, 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 must 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 must, 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:

- (i) Vendor's own automobiles, trucks and/or vehicles
- (ii) Hired automobiles, trucks and/or vehicles
- (iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	Valera Property Management, LLC Victor Valera 1 Woodgreen Pl Suite 102 Madison, MS 39056
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Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost

associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

Vendor 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

\$17,565.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: **Performance Bond**

27.1 **Bond Requirement.**

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 **Surety Qualifications.**

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 **Form of Bond.**

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 **Delivery and Effectiveness.**

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 **No Limitation of Remedies.**

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 **Duration of Bond Obligations.**

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 **No Waiver of Sovereign Immunity.**

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: **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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel # 606-141 bearing the physical address of 2816 Kingswood Avenue: **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.** _____
_____ for Case # 23-2521

Section 31: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 32: Specifications, Codes, and Regulations

Vendor must 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 33: 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 34: Time for Completion; Liquidated Damages

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

34.2 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 Agreement 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.

34.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

34.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

34.5 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:

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

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

Section 35: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 36: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 37: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 38: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 39: Waiver.

The City'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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Valera Property Management LLC, upon receipt of a written Notice to Proceed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, trees, and any other items to ensure the property is clear and free of any and health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed, and remedy conditions on the property located at 2816 Kingswood Ave., 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 \$17,565.00 shall be paid to Valera Property Management, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/25/2026
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 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$17,565.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING (00144470-6446)
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 H. Horhn, Mayor

From: Angela Brown, Director
Planning and Development

Date: 2/26/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with VPM Construction dba Valera Property Management, LLC to demolish 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-23-2521.

Thank you for your prompt consideration in this matter.

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

FILED IN THE CITY ATTORNEY
S.M. 4/2/26

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH 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-23-2521 LOCATED AT 2816 KINGSWOOD AVE.- PARCEL #606-141- \$17,565.00 (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

S.M.

4/2/26

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 VPM Construction dba Valera Property Management LLC having its principal place of business at 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 and mailing address of 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Victor Valera on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 206-202 bearing the physical address of 148 Wagwood Street 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 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: Amendment.

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

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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".)
- (H) The Vendor must 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.

- 2.2 The Vendor must 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.
- 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

- 3.1 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.
- 3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

- 5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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.

VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

The VENDOR further agrees to indemnify and hold harmless the CITY for all penalties, fines, and

other obligations which may be imposed by regulatory agencies, including but not limited to the Mississippi Department of Environmental Quality, as a result of the Vendor's negligence or wrongful failure to perform.

Section 18: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors
- (D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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	Valera Property Management, LLC Victor Valera 1 Woodgreen Pl Suite 102 Madison, MS 39056
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

Vendor 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 \$17,565.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: Performance Bond

27.1 Bond Requirement.

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications.

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond.

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 Delivery and Effectiveness.

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies.

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 Duration of Bond Obligations.

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity.

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: 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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel # 606-141 bearing the physical address of 2816 Kingswood Avenue: **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.** _____
_____ for Case # 23-2521

Section 31: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 32: Specifications, Codes, and Regulations

Vendor must 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 33: 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 34: Time for Completion; Liquidated Damages

- 34.1 The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced must be commenced on a date specified in the Notice to Proceed.
- 34.2 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 Agreement 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.
- 34.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.
- 34.4 The Vendor will 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:
- (A) To any preference, priority or allocation order duly issued by the CITY.
 - (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- 34.5 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:
- (A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - (B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 - (C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 - (D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 35: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 36: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 37: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would

prevent them from complying with these requirements.

Section 38: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 39: Waiver.

The City'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.

IN WITNESS WHEREOF, the CITY OF JACKSON and the VENDOR, 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 #606-141** bearing the physical address of **2816 Kingswood Avenue** legally described as **125 FT W END LOT 6 & 20 FT N SIDE LOT 7 BLK 4 ENGLEWOOD SUB** for Case **#CE-23-2521**:

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: 2026

CASE NO: CE-23-2521

CONTRACTOR: VICTOR VALERA
VPM Construction dba Valera Property Management LLC
1 Woodgreen Pl Suite 102
Madison, MS 39056

LOCATION: 2816 Kingswood Avenue

MAP / PARCEL: 606-141

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: ..

Table with 2 columns: CONTRACTOR CHECK LIST and CODE ENFORCEMENT OFFICER CHECK LIST. Rows include: COPY OF THIS NOTICE TO PROCEED, WORK COMPLETION MEMO, INVOICE, DUMP RECEIPT (IF APPLICABLE), FINAL INSPECTION COMPLETED, PHOTOS, MEMO, CONTRACT.

NTP AUTHORIZED BY: ..

DATE: ..

INSPECTED BY: ..

DATE: ..

CAO: ..

DATE: ..

PAYMENT AUTHORIZED BY: ..

DATE: ..

QUOTE PRICE:

\$17,565.00

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

Sum
4/26/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK 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-22-1172 LOCATED AT 1355 MARKS AVE- PARCEL #406-74 - \$17,755.00 (WARD 3)

WHEREAS, the State of Mississippi received 1355 Marks Ave., 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 12, 2026, 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 demolishing the improvement on the property at no cost to the Mississippi Secretary of State for Case #CE-22-1172 located at 1355 Marks Ave. Parcel #406-74 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, Richardson & Richardson Enterprises, LLC submitted the lowest and best bid in the amount of \$13,000.00 on January 1, 2026. Mr. Terrance Richardson, a representative for Richardson & Richardson, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 1355 Marks Ave.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid from Valera Property Management, LLC in the amount of \$17,755.00; and

WHEREAS, Valera Property Management, LLC, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1355 Marks Ave. for the sum of \$17,755.00; and

WHEREAS, Valera Property Management, LLC, has a principal office address of 1 Woodgreen Pl, Suite 102, Madison, MS 39110, 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: Amendment.
No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Agenda Item No. 5
May 5, 2026
(Brown, Horhn)

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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".)
- (H) The Vendor must 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.

- 2.2 The Vendor must 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.
- 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

- 3.1 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.
- 3.2 Vendor must 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 4: Authority.

Each party represents that it has:

- 4.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 5: Compliance with Laws.

VENDOR must 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).

Section 6: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no

part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 7: Debris and Material Removal.

- 7.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 7.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 7.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 8: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 9: Equal Employment Opportunity; Nondiscrimination.

9.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

9.2 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.

9.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

9.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

9.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 10: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 11: 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 12: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 13: Guaranty

The Vendor must 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 must 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 14: Governing Law

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 15: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 16: Indemnification

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

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

Section 17: INSURANCE

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

(A) Vendor must, 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 must 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 must, 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:

- (i) Vendor's own automobiles, trucks and/or vehicles
- (ii) Hired automobiles, trucks and/or vehicles
- (iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

17.2 Vendor must, at its expense, carry City of Jackson'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.

17.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

17.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 18: 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 does 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.

Section 19: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 20: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 21: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 22: 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, must 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	Valera Property Management, LLC Victor Jose Valera 1 Woodgreen Pl. Suite 102 Madison, MS 39110
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 23: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 24: **Occupational Safety and Health Act (OSHA) Compliance**

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 25: **Payment Terms**

Vendor 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 \$ 17,755.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 26: **Performance Bond**

26.1 **Bond Requirement.**

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

26.2 **Surety Qualifications.**

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

26.3 **Form of Bond.**

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

26.4 **Delivery and Effectiveness.**

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

26.5 **No Limitation of Remedies.**

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

26.6 **Duration of Bond Obligations.**

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

26.7 **No Waiver of Sovereign Immunity.**

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 27: **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 28: Remedies

28.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

28.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

28.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

28.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

28.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

28.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

28.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

28.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 29: Scope of Work

29.1 The Vendor must perform the following work on the premises identified as Parcel # 406-74 bearing the physical address of 1355 Marks Avenue legally described LOT 11 BLK E GEORGETOWN SUBN LESS TO CITY FOR ST. for Case #22-1172.

Section 30: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

Vendor must 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 32: 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 33: Time for Completion; Liquidated Damages

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

- 33.2 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 Agreement 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.
- 33.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.
- 33.4 The Vendor will 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:
- (A) To any preference, priority or allocation order duly issued by the CITY.
 - (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- 33.5 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:
- (A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - (B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 - (C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 - (D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- 33.6 Vendor must include in every subcontract identical language to this Section and Vendor will be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor will subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code

Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City'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.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Valera Property Management, LLC to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1355 Marks Ave. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$17,755.00 shall be paid to Valera Property Management, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

2/5/2026

DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	This item provides for the remedying of conditions for a 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	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.			
	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"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$17,755.00			
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (44344415-6446)			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	



Memo

To: John Horne, Mayor

**From: Angela Brown, Director
Department of Planning and Development**

Date: 3/5/2026

Re: Agenda Item

The attached agenda item is an order requesting that the Mayor execute a contract with VPM Construction, for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; 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 contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-1172

Thank you for your prompt consideration in this matter.

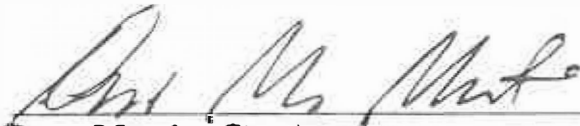
Office of the City Attorney

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

OFFICE OF THE
S.M.
4/2/2026

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK 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-22-1172 LOCATED AT 1355 MARKS AVE- PARCEL #406-74 - \$17,755.00 (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant S.M.

4/2/26

Date



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS DEMOLITION CONTRACT (“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 Valera Property Management, LLC, having its principal place of business at 1 Woodgreen Pl. Suite 102, Madison, MS 39110 mailing address of 1 Woodgreen Pl. Suite 102, Madison, MS 39110 hereinafter called the (“VENDOR”).

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Valera Property Management, LLC, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 406-74 bearing the physical address of 1355 Marks Ave. 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 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: Amendment.

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

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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").
- (H) The Vendor must 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.

- 2.2 The Vendor must 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.
- 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

- 3.1 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.
- 3.2 Vendor must 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 4: Authority.

Each party represents that it has:

- 4.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 5: Compliance with Laws.

VENDOR must 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).

Section 6: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly

or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 7: Debris and Material Removal.

- 7.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 7.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 7.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 8: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 9: Equal Employment Opportunity; Nondiscrimination.

- 9.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.
- 9.2 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.
- 9.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.
- 9.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 9.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 10: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 11: 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 12: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 13: Guaranty

The Vendor must 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 must 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 14: Governing Law

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 15: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 16: Indemnification

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

The VENDOR further agrees to indemnify and hold harmless the CITY for all penalties, fines, and

other obligations which may be imposed by regulatory agencies, including but not limited to the Mississippi Department of Environmental Quality, as a result of the Vendor's negligence or wrongful failure to perform.

Section 17: INSURANCE

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

(A) Vendor must, 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 must 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 must, 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:

- (i) Vendor's own automobiles, trucks and/or vehicles
- (ii) Hired automobiles, trucks and/or vehicles
- (iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

17.2 Vendor must, at its expense, carry City of Jackson'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.

17.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

17.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 18: 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 does 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.

Section 19: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 20: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 21: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 22: 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, must 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	Valera Property Management, LLC Victor Jose Valera 1 Woodgreen Pl. Suite 102 Madison, MS 39110
Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207	
Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	

Section 23: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 24: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 25: Payment Terms

Vendor 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 \$ 17,755.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 26: Performance Bond

26.1 Bond Requirement.

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

26.2 Surety Qualifications.

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

26.3 Form of Bond.

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

26.4 Delivery and Effectiveness.

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

26.5 No Limitation of Remedies.

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

26.6 Duration of Bond Obligations.

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

26.7 No Waiver of Sovereign Immunity.

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 27: 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 28: Remedies

28.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

28.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

28.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

28.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

28.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

28.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

28.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

28.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 29: Scope of Work

29.1 The Vendor must perform the following work on the premises identified as Parcel # 406-74 bearing the physical address of 1355 Marks Avenue legally described LOT 11 BLK E GEORGETOWN SUBN LESS TO CITY FOR ST. for Case #22-1172.

Section 30: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

Vendor must 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 32: 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 33: Time for Completion; Liquidated Damages

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

33.2 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 Agreement 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.

33.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

33.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

33.5 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:

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

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

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

- (B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would

prevent them from complying with these requirements.

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City'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.

IN WITNESS WHEREOF, the CITY OF JACKSON and the VENDOR, 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 #406-74** bearing the **physical address of 1355 Marks Ave.** legally described as **LOT 11 BLK E GEORGETOWN SUBN LESS TO CITY FOR ST** for Case **#22-1172** :

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: 2026

CASE NO: 22-1172

CONTRACTOR: Victor Valera
Valera Property Management, LLC
1 Woodruff Place, Suite 102
Madison, MS 39056

LOCATION: 1355 Marks Avenue

MAP / PARCEL 406-74

SCOPE OF WORK: *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.*

PRE-WORK INSPECTION PERFORMED

DATE

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____

RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE:

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



Michael Watson
SECRETARY OF STATE

February 12, 2026

Samantha Graves
Community Improvement Division
City of Jackson
PO Box 17
Jackson, MS 39205-0017

RE: Tax Parcel Number: 406-74 Case No. CE – 22-1172 (Demolition & Cleaning)
LOT 11 BLK E GEORGETOWN SUBN LESS TO CITY FOR ST
1355 MARKS ST APT 57., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 517-136 Case No. CE – 24-2272 (Grass cutting & Cleaning)
LOT 9 NORTH BROADMOOR PT 2
LAWRENCE RD., JACKSON, MS HINDS COUNTY MS

Dear Ms. Graves:


The State of Mississippi claims ownership of the above-described parcels through tax forfeiture. As we have no qualified applicants to purchase the parcel at this time, there are several options available for maintenance or disposal of it. The options include:

- ◆ **The city has our permission to clean and/or clear the parcel, and we are now authorized to reimburse all reasonable maintenance costs up to 50% of the appraised market value of the land or the purchase money received from the sale of this land.**

- ◆ **We are also authorized to transfer title to any governmental agency, and the agency may then use the property for a public purpose. Please send us a letter requesting a transfer, listing the parcel number, description of the parcel desired, and its public purpose.**

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,


WILLIAM G. CHENIER, JR.
Assistant Secretary of State
Lands Division - TH

OFFICE OF THE CLERK
JAN 14 2025

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON AND RICHARDSON ENTERPRISES, LLC TO DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-210 LOCATED AT 2749 TERRY RD.- PARCEL #209-15- \$6,000.00 (WARD 5)

WHEREAS, on January 14, 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 December 17, 2024, for Case #CE-22-210 located at 2749 Terry Rd., Parcel #209-15 in Ward 5 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, Richardson & Richardson Enterprises, LLC submitted the lowest and best bid, and has agreed 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, and cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and to remedy the conditions for case #CE-22-210, Parcel #209-15 located at 2749 Terry Rd., Jackson, MS 39204 with the quoted price of \$6,000.00; and

WHEREAS, Richardson & Richardson Enterprises, LLC has a principal office located at 2600 Joe Coker Rd., Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

Section 1: Amendment.
No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Asbestos and Lead Compliance.

Agenda Item No. 6
May 5, 2026
(Brown, Horhn)

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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".)
- (H) The Vendor must 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.

- 2.2 The Vendor must 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.
- 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

- 3.1 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.
- 3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

- 5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."

8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.

8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

(A) Vendor must, 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 must 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 must, 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:

- (i) Vendor's own automobiles, trucks and/or vehicles
- (ii) Hired automobiles, trucks and/or vehicles
- (iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: Invalidation 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	Richardson & Richardson Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213
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Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

Vendor 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

\$_6,000.00_. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: **Performance Bond**

27.1 Bond Requirement.

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications.

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond.

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 Delivery and Effectiveness.

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies.

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 Duration of Bond Obligations.

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity.

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: **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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel # 209-15 bearing the physical address of 2749 Terry Road legally described as LOT 1 BLK B PINE HILLS SUB LESS TO CITY FOR ST. For Case # 22-210.

Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

Vendor must 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 32: 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 33: Time for Completion; Liquidated Damages

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

- 33.2 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 Agreement 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.
- 33.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.
- 33.4 The Vendor will 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:
- (A) To any preference, priority or allocation order duly issued by the CITY.
 - (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- 33.5 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:
- (A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - (B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 - (C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 - (D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

- (B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City'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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Richardson & Richardson Enterprises, LLC, upon receipt of a written Notice to Proceed, 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, and cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and remedy conditions on the property located at 2749 Terry Rd., 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 \$6,000.00 shall be paid to Richardson & Richardson Enterprises, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/26/2026
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	\$6,000.00																																													
9. Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING (00144470-6446)																																													
10. 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	___
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Memo

To: John H. Horhn, Mayor

From: Angela Brown, Director
Planning and Development

Date: 4/15/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Richardson & Richardson Enterprises, LLC to demolish 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-22-210.

Thank you for your prompt consideration in this matter.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON AND RICHARDSON ENTERPRISES, LLC TO DEMOLISH AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-210 LOCATED AT 2749 TERRY RD.- PARCEL #209-15- \$6,000.00 (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sandra Moncure, Special Assistant *S.M.*

4/18/26
Date



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS DEMOLITION CONTRACT (“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 Richardson & Richardson Enterprises, LLC , having its principal place of business at 2600 Joe Coker Road, Jackson, MS 39213 and mailing address of 2600 Joe Coker Road, Jackson, MS 39213 hereinafter called the (“VENDOR”).

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Richardson & Richardson Enterprises, LLC , to remedy conditions which threaten public health, safety, and welfare on Parcel Number 209-1 bearing the physical address of 2749 Terry Road 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 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: Amendment.

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

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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".)
- (H) The Vendor must 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.

2.2 The Vendor must 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.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 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.

3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

- 10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.
- 10.2 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.
- 10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.
- 10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

The VENDOR further agrees to indemnify and hold harmless the CITY for all penalties, fines, and

other obligations which may be imposed by regulatory agencies, including but not limited to the Mississippi Department of Environmental Quality, as a result of the Vendor's negligence or wrongful failure to perform.

Section 18: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors
- (D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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.

<p>City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017</p> <p>Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207</p> <p>Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201</p>	<p>Richardson & Richardson Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213</p>
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Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

Vendor 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 \$_6,000.00_. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: Performance Bond

27.1 Bond Requirement.

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications.

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond.

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 Delivery and Effectiveness.

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies.

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 Duration of Bond Obligations.

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity.

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: 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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel # 209-15 bearing the physical address of 2749 Terry Road legally described as LOT 1 BLK B PINE HILLS SUB LESS TO CITY FOR ST. For Case # 22-210.

Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

Vendor must 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 32: 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 33: Time for Completion; Liquidated Damages

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

33.2 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 Agreement 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.

33.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.

33.4 The Vendor will 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:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
- (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

33.5 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:

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

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

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

- (B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue

shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City'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.

IN WITNESS WHEREOF, the CITY OF JACKSON and the VENDOR, 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

38.1 The Vendor must perform the following work on the premises identified as Parcel # 209-15 bearing the physical address of 2749 Terry Road legally described as LOT 1 BLK B PINE HILLS SUB LESS TO CITY FOR ST. For Case # 22-210.

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: January 23, 2026

CASE NO: CE-22-210

CONTRACTOR: Terrance Richardson
Richardson & Richardson Enterprises LLC.
2600 Joe Coker Rd
Jackson MS 39213

LOCATION: 2749 Terry Road

MAP / PARCEL: 209-15

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: _____

RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE: \$6,000.00

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

SendPro® Enterprise

My Apps

Settings

Help

Logout

Date From	Date To	Shipment Status
11/11/2024	11/27/2024	All

Search for Package

CE-22-210

Reset: All

Date	Order #	SO #	PO #	Tracking/PR...	Carrier	Service	Attention To	Shipper Ref...	Address	Shipment Status
2024-11-25				948900900027...	USPS	First-Class Mail...	DERRICK CHA...	CE-22-210	404 PYLE AVE	Processed ✓
2024-11-25				948900900027...	USPS	First-Class Mail...	WOODMARK I...	CE-22-210	700 AGENCY B...	Processed ✓
2024-11-25				948900900027...	USPS	First-Class Mail...	DERRICK CHA...	CE-22-210	4304 PYLE AVE	Processed ✓
2024-11-25				948900900027...	USPS	First-Class Mail...	LOVE VICTORIA	CE-22-210	2749 TERRY RD	Processed ✓
2024-11-25				948900900027...	USPS	First-Class Mail...	LOVE VICTORIA	CE-22-210	14241 COURSE...	Processed ✓

< 1 / 1 >



**Code Enforcement
City of Jackson**

Community Improvement
Post Office Box 17
Jackson, Mississippi 39205
601-960-1054

November 25, 2024

**NOTICE OF HEARING PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE
CONCERNING PARCEL #209-15 LOCATED AT 2749 TERRY RD**

CASE# CE-22-210

Assessed Owner's Address
LOVE VICTORIA
14241 COURSEY BLVD STE A
12156
BATON ROUGE, LA 70817

Property Address
LOVE VICTORIA
2749 TERRY RD
Jackson, MS 39204

Interested Parties
DERRICK CHAMBERS
4304 PYLE AVE
JACKSON MS 39209

WOODMARK INVESTMENTS LLC
200 AGENCY BURN
RIDGELAND, MS 39157

Dear Property Owner or Interested Party,
Please be advised that an administrative hearing has been scheduled before a hearing officer on **Tuesday, December 17, 2024 at 9:00 a.m.** to determine whether the above parcel of land is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The hearing will be held in Courtroom 131 of the City of Jackson's Justice Building located at 327 Pacesouls Street, Jackson, Mississippi.

If an adjudication is made that the property is in a state of uncleanness so as to be a menace to public health, safety, and welfare, the City of Jackson will be authorized pursuant to Section 21-19-11 of the Mississippi Code as amended to enter and clean and board up or demolish structure on the property or parcel for a period of one (1) year after the hearing without further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the City of Jackson where notices are generally posted at least seven (7) days before the property or parcel of land is entered for cleaning.

If a adjudication is made at the hearing that the property is a menace to the public health, safety, and welfare of the community, the property may be cleaned and boarded up or demolished by municipal employees or by contract unless the work is done by you. The cleaning and boarding up or demolition of structure(s) on the property include the following curation orders:

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

The governing authority may also within their discretion, apply chemical retardants as part of the cleaning.

If the City of Jackson remedies conditions constituting a menace on the property, actual costs will be adjudicated and the same may be collected from you as a civil debt or assessed against the property. A penalty not to exceed \$1,500 or fifty percent (50%) of the actual cost of cleaning the property, whichever is more may also be imposed by the City of Jackson. Costs assessed against the property means the cost of using municipal employees to do the work or the cost of any contract executed by the City of Jackson to have the work done, and administrative costs and legal costs. If costs are assessed against the property, they will be enrolled in the office of the Circuit Clerk and collected and enforced in the same manner as municipal ad valorem taxes.

You may avoid an adjudication that the property is a menace to the public health, safety, and welfare of the community and the potential imposition of costs and penalties as explained above by abating the nuisance identified by municipal code enforcement officers before the hearing December 17, 2024. Please contact the officer to discuss abatement requirements.

This notice will be posted on the Parcel identified above and in City Hall.

The hearing which has been scheduled in this matter does not prohibit the City of Jackson from imposing criminal penalties for failure to maintain the property so that it is not a menace to the public health and safety. Please call (601) 960-1054 if you have any questions or concerns.

Sincerely,

Robert Brunson

Code Enforcement Officer
Community Improvement Division
Jackson Planning and Development Department

AM 4/7/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON & RICHARDSON ENTERPRISES LLC, DEMOLISH AND TO PERFORM OTHER WORK 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-24-254 LOCATED AT 111 TREEHAVEN DR. PARCEL #607-77- \$8,000.00 (WARD 6)

WHEREAS, the State of Mississippi received 111 Treehaven Dr. 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 5, 2026, 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 demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-254 located at 111 Treehaven Dr. parcel #607-77 in Ward 6 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, Richardson & Richardson Enterprises, LLC, submitted the lowest and best bid and, through Gwendolyn Richardson, agreed to demolish and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 111 Treehaven Dr. for the sum of \$8,000.00; and

WHEREAS, Richardson & Richardson Enterprises LLC. has a principal office address of 2600 Joe Coker Rd., Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

Section 1: Amendment.
No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

Agenda Item No. 7
May 5, 2026
(Brown, Horhn)

- (A) The Vendor must 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.
- (B) The Vendor must 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 will apply.
- (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
- (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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").
- (H) The Vendor must 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.

2.2 The Vendor must 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.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 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.

3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.

10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection

with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

Section 18: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors
- (D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

18.2 Vendor must, at its expense, carry City of Jackson'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.

18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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.

<p>City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017</p> <p>Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207</p> <p>Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201</p>	<p>Richardson & Richardson Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213</p>
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Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

Vendor 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

\$ 8,000.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: **Performance Bond**

27.1 Bond Requirement.

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications.

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond.

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 Delivery and Effectiveness.

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies.

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 Duration of Bond Obligations.

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity.

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: **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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1

The Vendor shall perform the following work on the premises identified as **Parcel #607-77** bearing the **physical address** of 111 Treehaven Drive legally described as **LOT 4 BLK B TREEHAVEN SUBN MATURED FOR 2021 TAXES** for Case **#CE-24-254**:

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.

Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

Vendor must 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 32: 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 33: Time for Completion; Liquidated Damages

- 33.1 The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced must be commenced on a date specified in the Notice to Proceed.
- 33.2 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 Agreement 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.
- 33.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.
- 33.4 The Vendor will 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:
- (A) To any preference, priority or allocation order duly issued by the CITY.
 - (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

33.5 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:

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

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

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City'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.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Richardson & Richardson Enterprises, LLC to demolish and to perform work to remedy the other conditions on the property located at 111 Treehaven Dr. Jackson, MS 39213 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,000.00 shall be paid to Richardson & Richardson Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE
01/29/2026

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	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: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 6	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	8,000.00	
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 <input type="checkbox"/>	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: Angela Brown, Director
Date: 4/15/2026
Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Richardson & Richardson Enterprises LLC to demolish structures 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 contract and related documents for project selected and awarded to the said contractor for the following case #CE-24-254.

Thank you for your prompt consideration in this matter.

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

4/13/26 J.UM

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON & RICHARDSON ENTERPRISES LLC, DEMOLISH AND TO PERFORM OTHER WORK 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-24-254 LOCATED AT 111 TREEHAVEN DR. PARCEL #607-77-\$8,000.00 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant



4/13/26

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 Richardson & Richardson Enterprises, LLC, having its principal place of business at 2600 Joe Coker Road, Jackson, Mississippi 39213 and mailing address of 2600 Joe Coker Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Terrance Richardson on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 607-77 bearing the physical address of 111 Treehaven Drive 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: Amendment.

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

Section 2: Asbestos and Lead Compliance.

2.1 Vendor must 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:

- (A) The Vendor must 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.
 - (B) The Vendor must 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 will apply.
 - (C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
 - (D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - (E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
 - (F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
 - (G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must 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").
 - (H) The Vendor must 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.
- 2.2 The Vendor must 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.
- 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 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.

3.2 Vendor must 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 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and 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.

Section 6: Compliance with Laws.

VENDOR must 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).

Section 7: Conflict of Interest.

Neither party will 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. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will 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 VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

- 8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
- 8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must 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 must 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.
- 8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must 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 must 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. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes 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 will terminate on such date. The Notice must 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.

Section 10: Equal Employment Opportunity; Nondiscrimination.

- 10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may 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.
- 10.2 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.

10.3 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Vendor's commitment under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

10.4 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

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: 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 will not be binding upon or endure to the benefit of any of the parties.

Section 14: Guaranty

The Vendor must 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 must 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 15: Governing Law

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 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

- (A) Vendor must, 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 must 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 must, 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:
 - (i) Vendor's own automobiles, trucks and/or vehicles
 - (ii) Hired automobiles, trucks and/or vehicles
 - (iii) Automobiles, trucks and/or vehicles owned by subcontractors
- (D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- 18.2 Vendor must, at its expense, carry City of Jackson'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.
- 18.3 Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.
- 18.4 The Vendor must carry all insurance as prescribed herein and all policies must be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor must require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.
- 18.5 Certificates of insurance must 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 must show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

Section 19: Invalidation 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 does 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.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will 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 23: 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, must 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.

<p>City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017</p> <p>Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207</p> <p>Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201</p>	<p>Richardson & Richardson</p> <p>Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213</p>
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Section 24: Notice to Proceed

Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) 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 will 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.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: **Occupational Safety and Health Act (OSHA) Compliance**

- (A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
- (B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
- (C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
- (D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: **Payment Terms**

Vendor 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 **\$ 8,000.00**. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: **Performance Bond**

27.1 Bond Requirement.

As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the **City of Jackson** a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications.

The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the **City of Jackson**. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond.

The performance bond shall be in a form acceptable to the **City of Jackson** and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the **City of Jackson** under this Agreement or applicable law.

27.4 Delivery and Effectiveness.

The performance bond shall be delivered to the **City of Jackson** within **ten (10) calendar days** of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies.

The performance bond is provided for the benefit of the **City of Jackson** and shall be in addition to, and not in limitation of, any other rights or remedies available to the **City of Jackson** under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 Duration of Bond Obligations.

The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the **City of Jackson**, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity.

Nothing in this provision or in the performance bond shall be construed as a waiver of the **City of Jackson's** sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: **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 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

- (A) Failure to perform the Work in accordance with the Agreement Documents;
- (B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
- (C) Failure to supply adequate labor, materials, equipment, or supervision;
- (D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
- (E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults.

Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers.

If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults.

If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure.

If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety.

If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response.

Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act.

If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights.

The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies

Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

- (A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
- (B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
- (C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
- (D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
- (E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief

The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity

Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies

The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival

The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1

The Vendor shall perform the following work on the premises identified as **Parcel #607-77** bearing the **physical address** of **111 Treehaven Drive** legally described as **LOT 4 BLK B TREEHAVEN SUBN MATURED FOR 2021 TAXES** for Case **#CE-24-254**:

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.

Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

Vendor must 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 32: 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 33: Time for Completion; Liquidated Damages

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

33.2 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 Agreement 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.

- 33.3 If the Vendor fails to complete the work within the Agreement 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 will be in default after the time stipulated in the Agreement documents.
- 33.4 The Vendor will 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:
- (A) To any preference, priority or allocation order duly issued by the CITY.
 - (B) 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 Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - (C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- 33.5 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:
- (A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - (B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 - (C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 - (D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- 33.6 Vendor must include in every subcontract identical language to this Section and Vendor will be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor will subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

- (i) Shall violate any substantial provision of this Agreement; or
- (ii) If 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.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by 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.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement 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 Agreements 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.

The parties to this Agreement 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 Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City'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.

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 #607-77** bearing the **physical address of 111 Treehaven Drive** legally described as **LOT 4 BLK B TREEHAVEN SUBN MATURED FOR 2021 TAXES** for Case #CE-24-254:

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.



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

NOTICE TO PROCEED

DATE: January 23, 2026

CASE NO: CE-24-254

CONTRACTOR: Terrance Richardson
Richardson & Richardson Enterprises, LLC.
2600 Joe Coker Rd
Jackson, MS 39213

LOCATION: 111 Treehaven Drive

MAP / PARCEL: 607-77

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:

RECEIVED BY:

Table with 2 columns: CONTRACTOR CHECK LIST and CODE ENFORCEMENT OFFICER CHECK LIST. Rows include: COPY OF THIS NOTICE TO PROCEED, WORK COMPLETION MEMO, INVOICE, DUMP RECEIPT (IF APPLICABLE), FINAL INSPECTION COMPLETED, PHOTOS, MEMO, CONTRACT.

NTP AUTHORIZED BY:

DATE:

INSPECTED BY:

DATE:

CAO:

DATE:

PAYMENT AUTHORIZED BY:

DATE:

QUOTE PRICE: \$8,000.00

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



Michael Watson
SECRETARY OF STATE

February 5, 2026

Samantha Graves
Community Improvement Division
City of Jackson
P O Box 17
Jackson MS 39205-0017

TAX PARCEL NUMBER: 607-77 Case No. CE-25-348 - Demo & Cleaning
LOT 4 BLK B TREEHAVEN SUBN
111 TREEHAVEN DR., JACKSON, MS, HINDS COUNTY

TAX PARCEL NUMBER: 616-20 Case No. CE-25-1917 - Demo & Cleaning
LOT 11 BLK A EMERALD ACRES LESS TO CITY FOR STREET
1147 MCDOWELL RD., JACKSON, MS, HINDS COUNTY

TAX PARCEL NUMBER: 628-376 Case No. CE-25-1636 - Cleaning & Cutting Grass
LOT 8 BLK R OAK FOREST SUBN PT 6
3043 LAKEWOOD DR., JACKSON, MS, HINDS COUNTY

Dear Ms. Graves:


The State of Mississippi claims ownership of the above-described parcel through tax forfeiture. As we have no qualified applicants to purchase the parcel at this time, there are several options available for maintenance or disposal of it. The options include:

- ◆ The city has our permission to clean and/or clear the parcel, and we are now authorized to reimburse all reasonable maintenance costs up to 50% of the appraised market value of the land or the purchase money received from the sale of this land.

- ◆ We are also authorized to transfer title to any governmental agency, and the agency may then use the property for a public purpose. Please send us a letter requesting a transfer, listing the parcel number, description of the parcel desired, and its public purpose.

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,


WILLIAM G. CHEN, JR.
Assistant Secretary of State
Lands Division - TH

John 4/13/26

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 STRUCTURES, 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-25-1517 LOCATED AT 1219 MCCLUER RD.- PARCEL #856-1-\$2,240.00 (WARD 6)

WHEREAS, on November 18, 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 September 9, 2025, for Case #CE-25-1517 located at 1219 McCluer Rd., Parcel #856-1 in Ward 6 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, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid, and has agreed to board up and secure structures, to use board up and use decay-resistant wood, treated wood, or painted boards for add protection, and remove trash and debris and remedy the conditions for case #CE-25-1517 located at 1219 McCluer Rd., Jackson, MS 39212 with the quoted price of \$2,240.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office located at 3172 Bilgary Dr., Jackson, Mississippi, 39204, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$2,240.00.

SECTION 2 - COMPENSATION:

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

Agenda Item No. 8
May 5, 2026
(Brown, Horhn)

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 H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald M Jones 3172 Bilgary 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 - 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 to board up and secure structures, to use board up and use decay-resistant wood, treated wood, or painted boards for add protection, 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.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,240.00 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

01/12/2026
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 <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"> 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: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 6																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																														
8.	COST	\$2,240.00																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444-70-6447)																														
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 25%;">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 ___																											



Memo

To: John H. Horhn, Mayor

From: ANGELA BROWN, DIRECTOR
PLANNING AND DEVELOPMENT

Date: 4/3/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services. to cut grass and weeds, shrubbery, fence line, bushes, saplings and to board up and/or secure structure(s) 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-25-1517.

Thank you for your prompt consideration in this matter.

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 CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURES, 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-25-1517 LOCATED AT 1219 MCCLUER RD.- PARCEL #856-1-\$2,240.00 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant A.M.

4/8/28

Date



**CONTRACT FOR WORK OTHER THAN DEMOLITION
REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH
CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE**

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and Jones Landscape and Contractor Services, LLC having its principal place of business at 3172 Bilgray Drive, Jackson, MS 39212 (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the ____ day of _____, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; 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 estimated and pre-determined the cost of performing the work or solicited quotes 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's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$2,240.00.

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	Vendor: Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Dr Jackson, Mississippi 39212
--	--

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this 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.
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The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

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- A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
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- 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 #856-1** bearing the **physical address** of **1219 MCCLUER RD** legally described as **BEG 190 FT E NW COR SEC 35 S 159 FT E 129.9 FT S 80 FT E 95.1 FT N 239.8 FT W 225 FT TO POB SEC 35 T5 R1W for Case #CE-25-1517:**

Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

EXHIBIT B



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

NOTICE TO PROCEED

DATE: January 13, 2026

CASE NO: CE-25-1517

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

LOCATION: 1219 McCluer Rd.

MAP / PARCEL: 856-1

SCOPE OF WORK: Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

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: _____

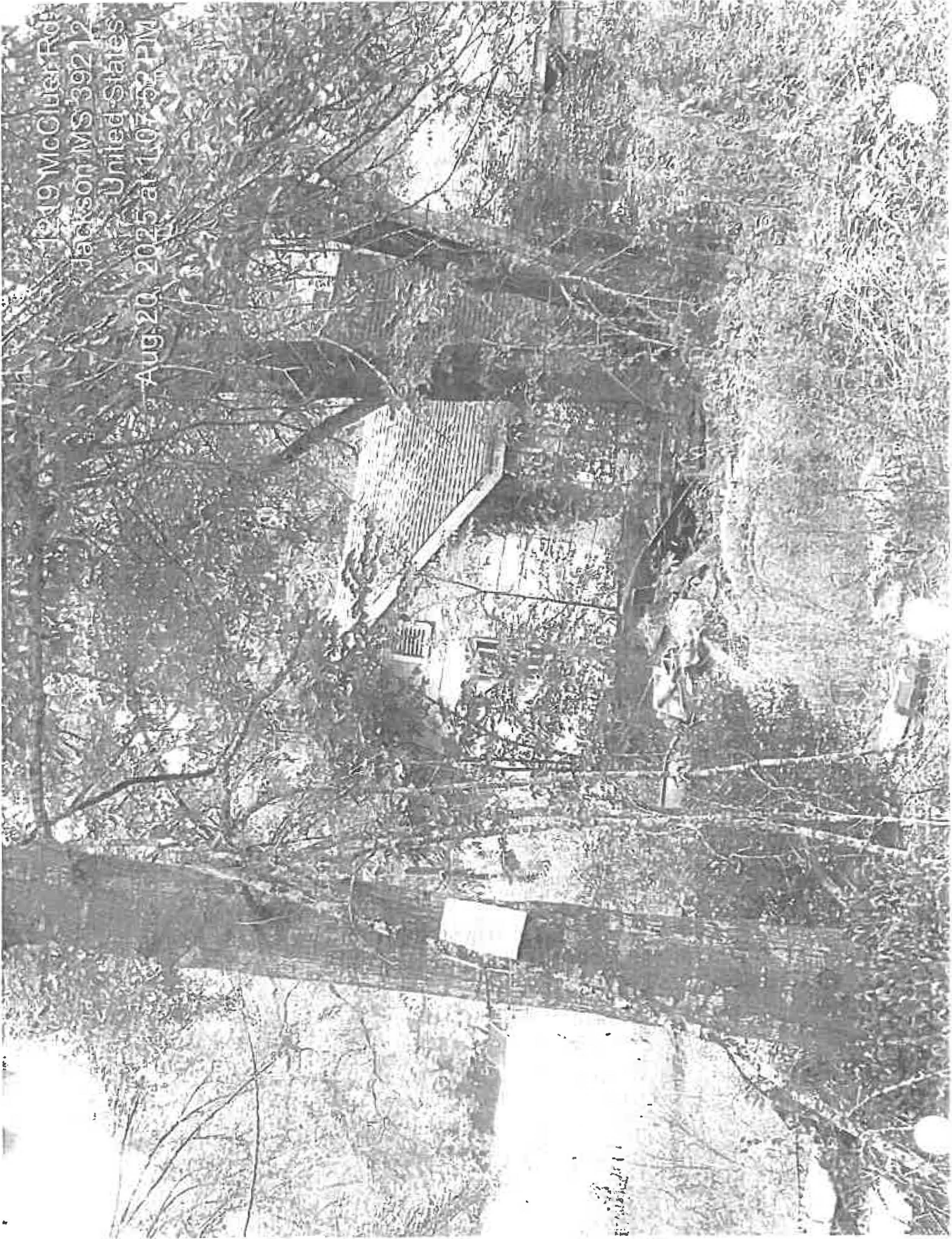
PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE:

\$2,240.00

12419 McCluer Rd
Jackson MS 39212
United States
Aug 20, 2025 at 11:07:52 PM



SendPro® Enterprise

My Apps

Settings

Help

Logout

Date From: 08/17/2025 Date To: 09/01/2025 Shipment Status: All

Search for Package

include:

SEARCH

Reset All

Date	Order #	SO #	PO #	Tracking/PR...	Carrier	Service	Attention To	Shipper Ref...	Address	Shipment Status
2025-08-19				948900900027...	USPS	First-Class Mail...	SMITH REGINA...	CE-25-1749	1469 MCCLUE...	Enroute
2025-08-19				948900900027...	USPS	First-Class Mail..	WOOD DONALD	CE25-1517	1219 MCCLUE...	Enroute

< 1 7 >

Date From: 08/11/2025
 Date To: 09/09/2025
 Shipment Status: All

RESULTS

Search for Package
 Order#, tracking# or keyword SEARCH [Reset All](#)

Date	Order #	SO #	PO #	Tracking/PR...	Carrier	Service	Attention To	Shipper Ref...	Address	Shipment Status
2025-08-19				948900900027...	USPS	First-Class Mail...	GUY RVAN C	CE-25-2604	3429 W PARC ...	Delivered
2025-08-19				948900900027...	USPS	First-Class Mail...	WOOD DONAL...	CE-25-1517	349 KENSINGT...	Enroute
2025-08-19				948900900027...	USPS	First-Class Mail...	WOOD DONALD	CE25-1517	1219 MCCLUE...	Enroute
2025-08-19				948900900027...	USPS	First-Class Mail...	WOOD DONALD	CE-25-1517	P O BOX 974	Enroute
2025-08-19				948900900027...	USPS	First-Class Mail...	EAST COAST T...	CE-25-2072	1636 SMALLW...	Enroute
2025-08-19				948900900027...	USPS	First-Class Mail...	EAST COAST T...	CE-25-2072	10 STERLING B...	Delivered
2025-08-19				948900900027...	USPS	First-Class Mail...	BLUEGRASS P...	CE-25-510	207 BELLE POI...	Delivered
2025-08-19				948900900027...	USPS	First-Class Mail...	WOODMARK L...	CE-25-510	200 AGENCY B...	Delivered

< 48 / 134 >

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 18, 2025 6:00 P.M.

267

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

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

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

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

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

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – Clay.

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 9, 2025 FOR THE FOLLOWING CASES:

24-2192	25-2072	25-2069	25-2589	25-1002	25-506	25-2513	25-2250
25-170	25-510	25-887	25-965	25-892	25-1260	25-2667	25-2635
25-173	25-203	25-1749	25-2828	24-2234	25-1824	24-980	25-2238
25-257	24-2200	25-2887	25-2829	24-2617	25-1680	25-928	25-423
25-1293	25-1699	25-2489	25-2413	25-545	25-1665	25-1858	25-2669
25-1517	25-635	25-2590	25-2266	25-497	25-1570	25-2850	24-1319
25-1915	25-1936	25-79	25-70	25-280	24-1307	25-2245	25-2237
25-1985	25-1982	25-1979	25-2078				

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

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

WHEREAS, hearings were held on September 09, 2025; and

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

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

- 1) **Case #24-2192: Parcel #119-227** located at 325 Galvez St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward

Scope of Work: 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.

2) Case #25-170: Parcel 163-153-1 located at 1327 2 Hair St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$100.00. Ward 5

Scope of Work: 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. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

3) Case #25-173: Parcel #120-45 located at 118 Overfall Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 5

Scope of Work: Remove trash and debris.

4) Case #25-257: Parcel #164-23 located at 1110 Prose Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 5

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

5) Case #25-1293: Parcel #843-107 located at 4436 Beechwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 4

Scope of Work: Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection. Remove trash and debris.

6) Case #25-1517: Parcel #856-1 located at 1219 McCluer Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection. Remove trash and debris.

7) Case #25-2072: Parcel #628-413 located at 1636 Smallwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection.

8) Case #25-510: Parcel #628-157 located at 3019 Oak Forest Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

9) Case #25-203: Parcel #212-156 located at 1925 Willancee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of \$950.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

10) Case #24-2200: Parcel #630-182 located at 351 Lea Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

11) Case #25-1699: Parcel #630-292 located at 2725 W Benwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 6

Scope of Work: Remove trash and debris.

12) Case #25-635: Parcel #854-145-1 located at 3452 Rainey Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection.

13) Case #25-2069: Parcel #838-29 located at 1660 Smallwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

14) Case #25-887: Parcel #630-408 located 1542 Dianne Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: 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.

15) Case #25-1749: Parcel #855-236 located at 1469 McCluer Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

Scope of Work: Remove trash and debris.

16) Case #25-2887: Parcel #838-193 located at 1725 Woody Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: 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.

17) Case #25-2489: Parcel #633-224 located 1142 Barbara Ann Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600. Ward 3

Scope of Work: 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.

18) Case #25-2590: Parcel #101-363 located 2915 Bishop St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800. Ward 3

Scope of Work 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.

19) Case #25-2589: Parcel #101-367 located at 2907 Bishop St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

20) Case #25-965: Parcel #101-62-1 located at 2827 Randolph St.: After hearing testimony from Elizabeth Barnes Est., hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Elizabeth Barnes Est., shall be afforded ten (10) days to cure expiring September 18, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 3

Scope of Work: 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.

21) Case #25-2828: Parcel #408-691 located at 3485 Missouri St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

Scope of Work: Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

22) Case #25-2829: Parcel #408-692 located at 3495 Missouri St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

Scope of Work: Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

23) Case #25-2413: Parcel #641-104 located at 106 Deloise Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 4

Scope of Work: 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.

24) Case #25-2266 Parcel #822-450 located at 1010 Westhaven Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 4

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 18, 2025 6:00 P.M.**

271

Scope of Work: 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.

25) **Case #25-1002: Parcel #822-440** located at 1020 Westhaven Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 4

Scope of Work: 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.

26) **Case #25-892: Parcel #629-73** located at 903 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

27) **Case #24-2234: Parcel #158-57** located at 1037 Pecan Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 5

Scope of Work: Remove trash and debris.

28) **Case #24-2617: Parcel #158-79** located at 1085 Arbor Vista Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. 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.

29) **Case #25-545: Parcel #309-207** located at 430 Ford Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 3

Scope of Work: Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

30) **Case #25-497: Parcel #309-272** located at 402 Ford Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 3

Scope of Work: Remove trash and debris.

31) **Case #25-506: Parcel #309-266** located at 374 Ford Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 3

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

32) **Case #25-1260: Parcel #108-144-28** located at 1114 Carver St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward
3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

33) Case #25-1824: Parcel #615-191 located at 2633 Brookwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

34) Case #25-1680: Parcel #623-238 located at 946 Corey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

35) Case #25-1665: Parcel #623-208 located at 3209 Corey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

36) Case #25-1570: Parcel #640-300 located at 112 Clubview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

37) Case #25-2513: Parcel #114-58 located at 117 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

38) Case #25-2667: Parcel #123-127 located at 307 Houston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 5

Scope of Work: 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.

39) Case #24-980: Parcel #821-759 located at 1057 Westhaven Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 4

Scope of Work: 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.

40) Case #25-928: Parcel #169-18 located at 718 Chestnut St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 7

Scope of Work: 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.

41) Case #25-1858: Parcel #164-45 located at 1318 Rosemont Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

42) Case #25-2850: Parcel #737-111 located at 1505 Springridge Dr.: After hearing testimony from James Henderson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however James Henderson, shall be afforded thirty (30) days to cure expiring October 9, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$1,000.00. Ward 1

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

43) Case #25-2250: Parcel #802-16 located at 6475 Lyndon B Johnson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

44) Case #25-2635: Parcel #429-334 located at 4128 Del Rosa Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 3

Scope of Work: Remove trash and debris.

45) Case #25-2238: Parcel #711-316 located at 6136 Hanging Moss Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 2

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

46) Case #25-423: Parcel #805-290 located at 6728 George Washington Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection.

47) Case #25-2669: Parcel #804-658 located at 3839 John F Kennedy Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

48) Case #24-1319: Parcel #208-27 located at 227 Colonial Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 5

Scope of Work: 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.

49) Case #25-2245: Parcel #616-269 located at 2863 Revere St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

50) Case #25-2237: Parcel #616-132 located at 2635 Revere St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

51) Case #25-2078: Parcel #614-101 located at 2668 Key St.: After hearing testimony from KVBuyHouse LLC, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however KVBuyHouse LLC, shall be afforded sixty (60) days to cure expiring November 9, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$800.00. Ward 6

Scope of Work: 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.

52) Case #25-1985: Parcel #608-77 located at 147 Culpepper Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 7

Scope of Work: 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.

53) Case #25-1982: Parcel #608-78 located at 143 Culpepper Dr.: After hearing testimony from Anita Shelton, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Anita Shelton, shall be afforded sixty (60) days to cure expiring November 9, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

54) Case #25-1979: Parcel #608-5 located at 108 Culpepper Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 7

Scope of Work: 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.

55) Case #25-1915: Parcel #611-317 located at 3723 Gretchen St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 18, 2025 6:00 P.M.

275

Scope of Work: 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.

56) Case #25-1936: Parcel #610-4 located at 3520 Terry Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 7

Scope of Work: 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.

57) Case #25-79: Parcel #606-344 located at 3074 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris. Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

58) Case #25-70: Parcel #606-193 located at 2932 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

59) Case #25-280: Parcel #606-313 located at 3014 Englewood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

60) Case #24-1307: Parcel #621-88 located at 3068 Woodbine Ter.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection.

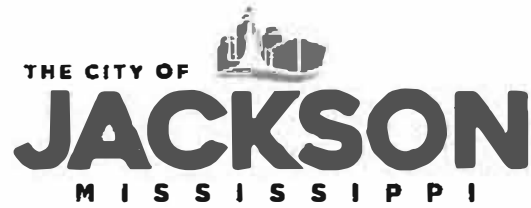
Council Member Stokes moved adoption; Vice President Hartley seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – Clay.

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



COMMUNITY IMPROVEMENT DIVISION BID TABULATION FORM

PROJECT: CE-25-1517

ADDRESS: 1219 MCCLUER RD—MAP PARCEL—856-1

COMPANY	BID
JONES LANDSCAPE AND CONTRAXTOR SERVICES	\$2,240
EVANS LANDSCAPE INDS	\$2,500
CCLS LAWN, DRYWALL AND PAINTING SERVICE	\$2,750
QUALITY LANDSCAPE AND LAWN MAINTENANCE	\$4,200
EOZ BUILD AND DESIGN LLC	\$6,500
R X R	\$15,000

Landroll Detail

Parcel Number		Map Reference Number	
856-1		819.00 1 1.00	
Subdivision No.		View Map Property Taxes GIS Map	
STR		Homestead Exemption Account Numbers	
Assessed Owner		Assessed Values	
WOOD DONALD		Land Value	1,200
P O BOX 974		Improvement Value	4,665
TAMPA FL 33601-0974		Total	5,865
Location		Appraised Values	
1219 MCCLUER RD		Land Value	8,000
Legal Description		Improvement Value	31,100
BEG 190 FT E NW COR SEC 35 S		Total	39,100
159 FT E 129.9 FT S 80 FT E		Building Info.	
95.1 FT N 239.8 FT W 225 FT TO		Type	RES
POB SEC 35 T5 R1W		Base Area	1,544
Acreage Info.		Adjusted Area	1,544
Cultivated Acres	0.00	Year Built	1947
Uncultivated Acres	0.00	Deed Info.	
		Book & Page	7209-3498
		Date	08/16/2017
		Back Search	



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name

Jones Landscape and Contractor Services LLC

Name Type

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

1036921

Status:

Good Standing

Effective Date:

02/27/2014

State of Incorporation:

Mississippi

Principal Office Address:

3172 Bilgray Drive
Jackson, MS 39212

Registered Agent

Name

Jones, Donald M
3172 Bilgray Dr
Jackson, MS 39212

Officers & Directors

Name

Donald M Jones
3172 Bilgray Dr
Jackson, MS 39212

Title

Manager



**Code Enforcement
City of Jackson**

Community Improvement
Post Office Box 17
Jackson, Mississippi 39205
601-960-1054

August 18, 2025

NOTICE OF HEARING PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE

CONCERNING PARCEL #856-1 LOCATED AT 1218 MCCLUER RD

CASE# CE-25-1517

Assessed Owner's Address	Property Address	Interested Parties
WOOD DONALD P O BOX 974, TAMPA FL 33601- 0974.	WOOD DONALD 1218 MCCLUER RD Jackson, MS 39212	DONALD ROY WOOD 349 KENSINGTON VIEW DR WINTER HAVEN, FL 33880-4826

Dear Property Owner or Interested Party,
Please be advised that an administrative hearing has been scheduled before a hearing officer on **Tuesday, September 9, 2025 at 9:00 a.m.** to determine whether the above parcel of land is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The hearing will be held in Courtroom 131 of the City of Jackson's Justice Building located at 327 Pascagoula Street, Jackson, Mississippi.

If an adjudication is made that the property is in a state of uncleanness so as to be a menace to public health, safety, and welfare, the City of Jackson will be authorized pursuant to Section 21-19-11 of the Mississippi Code as amended to enter and clean and board up or demolish structure on the property or parcel for a period of one (1) year after the hearing without further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the City of Jackson where notices are generally posted at least seven (7) days before the property or parcel of land is entered for cleaning.

If an adjudication is made at the hearing that the property is a menace to the public health, safety, and welfare of the community, the property may be cleaned and boarded up or demolished by municipal employees or by contract unless the work is done by you. The cleaning and boarding up of or demolition of structure(s) on the property include the following correction orders:

- Board up and/or secure structure(s).** To board up use decay-resistant wood, treated wood, or painted boards for added protection.
- Remove trash and debris.**
- Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.**

The governing authority may also within their discretion, apply chemical retardants as part of the cleaning.

If the City of Jackson remedies conditions constituting a menace on the property, actual costs will be adjudicated and the same may be collected from you as a civil debt or assessed against the property. A penalty not to exceed \$1,500 or fifty percent (50%) of the actual cost of cleaning the property, whichever is more may also be imposed by the City of Jackson. Costs assessed against the property means the cost of using municipal employees to do the work or the cost of any contract executed by the City of Jackson to have the work done, and administrative costs and legal costs. If costs are assessed against the property, they will be enrolled in the office of the Circuit Clerk and collected and enforced in the same manner as municipal ad valorem taxes.

You may avoid an adjudication that the property is a menace to the public health, safety, and welfare of the community and the potential imposition of costs and penalties as explained above by abating the nuisance identified by municipal code enforcement officers before the hearing September 9, 2025. Please contact the officer to discuss abatement requirements.

This notice will be posted on the parcel identified above and in City Hall.

The hearing which has been scheduled in this matter does not prohibit the City of Jackson from imposing criminal penalties for failure to maintain the property so that it is not a menace to the public health and safety. Please call (601) 960-1054 if you have any questions or concerns.

Sincerely,

Harvey Beasley

Code Enforcement Officer
Community Improvement Division
Jackson Planning and Development Department

ORDER DECLARING PARCEL NUMBER 99-24 LOCATED AT 0 DEWITT AVENUE TO BE SURPLUS AND AUTHORIZING THE MAYOR TO DISPOSE OF SAME PURSUANT TO SECTION 21-17-1(11)(a) BY CONVEYING TO AARON HONEYSUCKER- A CONTIGUOUS PROPERTY OWNER INTERESTED IN DEVELOPING IT AND REMOVING THE BLIGHTED CONDITIONS

07/16/26
City Attorney

WHEREAS, the Department of Planning and Development recommends that the governing authorities for the City of Jackson declare Parcel 99-24 located at 0 Dewitt Avenue to be surplus and authorize the mayor to dispose of the same by conveying it to Aaron Honeysucker, who owns property contiguous to the parcel for the sum of \$500.00; and

WHEREAS, the State of Mississippi acquired Parcel 99-24, located at 0 Dewitt Avenue, as a result of a tax forfeiture; and

WHEREAS, the State of Mississippi subsequently transferred the parcel to the City of Jackson in accordance with Section 29-1-1 of the Mississippi Code of 1972, which allows for the intergovernmental transfer of forfeited tax lands; and

WHEREAS, the patent number assigned to the parcel by the State of Mississippi is 76911 and is recorded in Book 6759 at Page 610; and

WHEREAS, the legal description for the subject parcel recorded in Book 6759 at Page 610 is as follows:

BEG 242 FT E OF PLEASANT AVE & 154 FT N OF S/S NW 1/4 NW 1/4 SEC 34 6 1E N 123 FT W 72 FT N 18 FT E 108 FT S 141 FT W 36 FT TO BEG IN NW 1/4 NW1/4 SEC 34 6 1E

and;

WHEREAS, prior to recommending that the property be declared surplus, an electronic mail communication was sent to directors of municipal departments, members of the council, and other officers and employees of the City of Jackson, requesting that a need or use for the property be identified; and

WHEREAS, no response was received identifying a need or use for the property; and

WHEREAS, Section 21-17-1(11)(a) of the Mississippi Code of 1972 authorizes a municipality in its discretion to sell, lease, donate or otherwise convey property acquired by reason of a tax sale to any person or legal entity without public notice, without having to advertise for and accept competitive bids and without appraisal, with or without consideration if the governing authorities finds and determines by resolution duly and lawfully adopted and spread upon its official minutes:

- (a) the property is not needed for governmental or related purposes;
- (b) the property is in a blighted condition;
- (c) the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City of Jackson; and
- (d) the use of the property for the purpose for which it is to be conveyed will promote and foster the civic, social, and industrial welfare of the community in which it is located; and

WHEREAS, the Surplus Property Committee met on January 15, 2026, and voted to recommend that the property be declared surplus and sold to Aaron Honeysucker for the sum of five hundred dollars (\$500.00) pursuant to Section 21-17-1(11)(a), based on his stated intent to clear the property and use it for access and, perhaps, parking to support the business enterprise Honeyville Event Venue; and

Agenda Item No.
May 5, 2026
(Brown, Horhn)

9

WHEREAS, after considering the Department of Planning and Development's recommendation, the governing authorities for the City of Jackson have determined the following concerning Parcel 99-24 located at 0 Dewitt Avenue:

- (1) the property is not needed for governmental or related purposes;
- (2) the property is in a blighted condition;
- (3) the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City of Jackson; and
- (4) Clearing of the property for the purpose of supporting the Honeyville Event Venue access and parking needs will promote and foster the civic, social, and industrial welfare of the community in which it is located.

WHEREAS, the best interest of the City of Jackson would be served by conveying the subject property to Aaron Honeysucker for the sum of \$500.00 pursuant to Section 21-17-1(11)(a).

IT IS HEREBY ORDERED that Parcel 99-24 shall be declared surplus.

IT IS HEREBY ORDERED that Parcel 99-24 bearing the legal description previously stated may be conveyed to Aaron Honeysucker for the sum of \$500.00 for the purpose of supporting the access and parking needs of Honeyville Event Venue.

IT IS HEREBY ORDERED that pursuant to Section 21-17-1(11)(b), title to the subject property will revert to the City of Jackson if the property is not cleared and used for the purpose stated within two years of the date of execution of the instrument of conveyance.

IT IS FINALLY ORDERED that, consistent with the provisions of Mississippi Code Section 21-17-1(11)(c), the instrument conveying the property to Aaron Honeysucker shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

Item#: _____
Date: March 26, 2026
By: (Brown, 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 DECLARING PARCEL NUMBER 99-24 LOCATED AT 0 DEWITT AVENUE TO BE SURPLUS AND AUTHORIZING THE MAYOR TO DISPOSE OF SAME PURSUANT TO SECTION 21-17-1(11)(a) BY CONVEYING TO AARON HONEYSUCKER- A CONTIGUOUS PROPERTY OWNER INTERESTED IN DEVELOPING IT AND REMOVING THE BLIGHTED CONDITIONS is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

Carrie Johnson, *Senior Deputy City Attorney*

4/28/20

Date

Carrie Johnson



MEMORANDUM

To: John Horhn, Mayor
From: Angela Brown, Director
Date: April 26, 2026
Subject: Declaring of Parcel as Surplus

The order accompanying this memorandum requests that the council declare Parcel 99-24 as surplus. The parcel was transferred to the City of Jackson pursuant to a land patent from the State of Mississippi and is not currently needed by the State of Mississippi. A contiguous property owner as an interest in acquiring, clearing it, and using it to support his event venue.

The Department of Planning and Development is recommending that the property be disposed of in accordance with Section 21-17-1(11)(a) of the Mississippi Code.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 03/26/2026

POINTS		COMMENTS																																													
1.	Brief Description	Declares property surplus and authorizes disposal																																													
2.	Purpose	Disposal of surplus property in accordance with Section 21-17-1(11)(a)																																													
3.	Who will be affected	Aaron Honeysucker, City of Jackson, and general public																																													
4.	Benefits	Property will be put back on the tax rolls, and blight will be avoided because property will be maintained																																													
5.	Schedule (beginning date)	Upon approval of governing authorities and owner meeting terms and conditions set forth in Section 21-17-1(11)(a) of the Mississippi Code																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 3 No N/A																																													
7.	Action implemented by: ■ City Department ■ Consultant	Department of Planning & Development																																													
8.	COST	N/A																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A																																													
10.	EBO participation See attached sheets from Vendors	<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><u> X </u></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><u> X </u></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><u> X </u></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><u> X </u></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><u> X </u></td> </tr> </table>	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>
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RECEIVED

SEP 11 2007

1113009

BOOK 6759 PAGE 608

City of Jackson
City Planning Administration

No. 76895-76938

FORFEITED TAX LAND PATENT

N.C.
95
Attn: Regina

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 et seq 1972 as amended, providing for the intergovernmental transfer of Forfeited Tax Lands of the State of Mississippi, and

As said lands are now held by the State and the governmental subdivision hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises does hereby grant and convey to:

City Of Jackson

the following described land, to-wit:

Parcel numbers and legal description of property included in each of Patent Numbers 76895 through 76938 set forth in the addendum consisting of 4 pages attached hereto and incorporated hereic, all of said land and acreage being situated in Hinds County, Mississippi

This the 4th day of September, 2007

ERIC CLARK

SECRETARY OF STATE

Donald McEwen

ASSISTANT SECRETARY OF STATE

Johnny Hester

GOVERNOR

Attest: *Eric Clark*
SECRETARY OF STATE



Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-6373

Grantee:
City Of Jackson
Post Office Box 17
Jackson, MS 39205
Tele: 601-950-2266



ADDENDUM TO
TAX FORFEITED LAND PATENT
NUMBERS
76895 - 76938

Patent Number	Parcel Number	Legal Description
76895	10484	1947 Lot 15 Blk E Willow Brook Pl Parcel# 104-84- **2828 MEADOW ST**
76896	104861	1947 LOT 19 BLK E WILLOW BROOK PL Parcel #104-86-1 **Meadow Street**
76897	10479	1947 LOT 5 LESS 40 FT E END BLK E WILLOW BROOK PL PARCEL #104-79 **MEADOW ST**
76898	1041732	744 40 FT E/S LOT 2 GLADYS H SUBN LESS TO STREET Parcel #104-173-2**615 Woodrow Wilson Ave**
76899	95112	1314 BEG AT SE COR LOT 5 N ON W/S WOOD ST 154.5 FT W 89 FTS 56.5 FT W 98.5 FT S 98 FT E 187 FT TO BEG ALL LOT 5 & PT LOT 4 BLK 12 NORTH WEST SY PARCEL #95-112
76900	9550	918 40 ft E end Lot 1 Ideal Home Plot *218 W Ash St* 95-60
76901	9595	1314 E 1/3 LOTS 2 & 3 BLK 11 NORTH WEST SY PARCEL# 95-95- **415 W ASH ST**
76902	9563	918 Lot 14 Ideal Home Plot *214 Ash St*
76903	10538	2001 85 FT OFF SOUTH END LOT 11 BLK 5 WOODLAND PARK SUB**RONDO ST**
76904	10579	2001 35 FT N END LOTS 19 & 20 BLK 1 WOOLAND PARK SUBN ** 1908-10 M L K JR DR** 105-7-9
76905	105489	2001 LOT 9 BLK 6 WOODLAND PARK SUBN PARCEL# 105-48-9 **705 RANDALL ST**
76906	94123	2630 LOTS 7 & 8 LOCUST GROVE SUBN Parcel #94-123**1102 AB Wood St**
76907	94102	1382 LOT 20 BLK 8 OIL MILL SUBD PARCEL# 94-102- **1201 WOOD ST**
76908	9499	1382 Lot 17 Blk B Oil Mill Subn Parcel #94-99 **1216 A B Wood St**



ADDENDUM TO
TAX FORFEITED LAND PATENT
NUMBERS
76886 - 76938

Patent Number	Parcel Number	Legal Description
76909	9498	1382 LOT 16 BLK B OIL MILL SUBN PARCEL #94-98 **WINONA ST**
76910	99103	1186 BEG NW COR LOT 4 S 72.8 FT NE/LY 82.3 FT E 95.2 FT N 22.5 FT W 198.6 FT TO BEG PT LOTS 4 & 5 MCCARTY SUBN PARCEL #99-10-3 **1612 PLEASANT AVE**
76911	9924	BEG 242 FT E OF PLEASANT AVE & 164 FT N OF S/S NW 1/4 NW 1/4 SEC 34 6 1E N 123 FT W 72 FT N 18 FT E 108 FT S 141 FT W 36 FT TO BEG IN NW 1/4 NW 1/4 SEC 34 6 1E
76912	9975	70 LOT 16 BLK D AVONDALE SUBN Parcel #99-75**499 Hull St**
76913	9962	70 BEG E/L Content St N/L Hull St N 39.9 ft E 96.5 ft S 40.3 ft W 100 1/2 ft to POB pt Blk C Avondale Sub *Content St* Parcel #99-62
76914	99624	70 BEG INT E/L CONTENT ST N/L HULL ST N 130.4 FT TO POB N 50.1 FT E 82 FT S 50.6 FT W 87.2 FT TO POB PT BLOCK C AVONDALE SUB Parcel # 99-62-4
76915	99625	70 BEG INT E/L CONTENT ST N/L HULL ST N 180.5 FT TO POB N 59.9 FT E 75.8 FT S 60.5 FT W 82 FT TO POB PT BLOCK C AVONDALE SUB PARCEL# 99-62-5 **2220 CONTENT ST**
76916	9952	70 Lot 10 Blk B Avondale Sub **2121 Content St**
76917	9950	70 Lot 7 Blk B Avondale Subn Parcel #99-50 **Peace St**
76918	9953	70 Lot 11 Blk B Avondale Subn Parcel #99-53**Peace Street**
76919	9957	70 LOT 15 BLK B AVONDALE SUBN PARCEL# 99-57- **2212 AB PEACE ST**
76920	9958	70 LOT 17 BLK B AVONDALE SUBN PARCEL #99-58 **2209 10 PEACE ST**
76921	9675	1124 LOT 19 MAGRUDER SUBN Parcel #96-75**428 Erie St**
76922	9610	75 W1/2 LOT 3 & LOT 4 BAILEY AVE SUB PARCEL# 96-10- **408 DERRICK ST**



CITY OF JACKSON SURPLUS PROPERTY MEETING MINUTES – January 15, 2026

Acting Chairman: Vic Sexton (Planning Dept.)


I. The meeting was called to order at 3:06 p.m. at the City of Jackson Hood Building's Andrew Jackson Conference Room.

II. The following committee members were present: Yika Hoover (Planning Department-Office of Economic Development Deputy Director), Ester Ainsworth (Planning Department-Zoning Administrator), Jennifer West (Planning Department-Small Business Development Coordinator, Office of Economic Development), Stan Arnold (Public Works-Facilities Management Manager), Robert Brunson (Planning Department-Code Enforcement Community Improvement Manager), Tyson Phillips (Planning Department-Plans Examiner/Customer Service Manager), & Carrie Johnson (Legal Dept. – non voting).....Guest Attendees, Angela Brown (Planning Department – Director), & Von Anderson (Planning Department), Absent Committee Member-Marcus Conerly (Planning Department-Code Enforcement Supervisor)

III. OLD BUSINESS

SURP-25-37 (Parcel 104-128-2) – Theophlius Bush, II, wants to acquire the property for residential development....construction of a rental duplex. – Yika Hoover motioned that the city maintain ownership of the parcel due to a municipal need. The motion was seconded by Jennifer West. The committee then approved the motion unanimously.

SURP-25-38 (Parcel 423-06) – Earl Washington wants to acquire the parcel and rehabilitate the existing structure for commercial office space leasing complex. – After Mr. Washington spoke to the committee, Yika Hoover made a motion to declare the parcel surplus property and, based on Mississippi Code 1972 (2024) 21-17-2 (b), upon findings that the property isn't needed for a governmental or related purpose and is not to be used in the operation of the municipality, and that the sale of the property in the manner otherwise provided by law is not desirable for the financial welfare of the City of Jackson, MS, and the use of the property as a commercial office complex will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof, sell the property to Earl Washington for the average fair market value based on at least two (2) professional appraisers selected by the City of Jackson and approved by Mr. Washington. The motion was seconded by Robert Brunson and thereafter approved by the committee unanimously.


SURP-25-39 (Parcel 99-24) – Aaron Honeysucker desires to acquire the parcel as an extension to his current business, Honeyville Event Center. – Yika Hoover made a motion to declare the parcel surplus property and, based on Mississippi Code 1972 (2024) 21-17-11 (a), upon findings that the parcel was acquired by the City of Jackson by reason of a tax sale, the property is blighted in a blighted area, the property isn't needed for a governmental or related purpose and is not to be used in the operation of the municipality, that the sale of the property in the manner otherwise provided by law is not desirable for the financial welfare of the City of Jackson, MS, and the use of the property as an extension to his current business will promote and foster the development and improvement of the community in which it is located or the civic, social, educational, cultural, moral, economic or industrial welfare thereof, sell the parcel to Aaron Honeysucker for five hundred dollars and 00/100 cents (\$500.00). The motion was seconded by Ester Ainsworth and subsequently approved unanimously by the committee.

V. ADJOURNMENT – 3:49 p.m.

Record No:
SURP-25-39

Surplus Property

Status: Active

Submitted On: 11/14/2025

Primary Location

0 DEWITT AVE
Jackson, MS 39203

Owner

CITY OF JACKSON

Applicant

 Aaron Honeysucker
 601-506-2540
 ahoneysuck1@gmail.com
 776 Toole Ave
Jackson, MS 39213

Applicant Information

Applicant Full Name*

Aaron Honeysucker

Are you applying as a business or non-profit?*

No

Contact Name (if different from Applicant)*

same

Email Address*

ahoneysuck1@gmail.com

Contact Number*

6015062540

Mailing Address*

776 Toole Ave

City*

Jackson

State*

MS

Zip Code*

39213

Do you own property in Jackson?*

Yes

Type of owned property*

Residential

List the address of the properties you own.*

5108 Mattox Street, 5157 Galaxie Drive, 0 Glendale Street (parcel 99-76), 0 Glendale Street (parcel 99-71), 0 Glendale Street (parcel 99-70), 0 Glendale Street (99-78), 0 Glendale Street (parcel 99-68), 526 Glendale Street, 528 Glendale Street, 533 Glendale Street, 0 Holmes Street (parcel 104-108), 0 Hull Street (parcel 99-72), 0 Hull Street (parcel 99-75-1), 0 Hull Street (parcel 99-77), 509 Hull Street, 2404 Meadow Street, 2126 Oak Park Drive, 4311 Patch Ave, 0 Peace Street (parcel 99-45-1), 0 Peace Street (parcel 99-57), 0 Peace Street (parcel 99-58), 0 Peace Street (parcel 99-59), 0 Peace Street (parcel 99-61), 2205 Peace St. apt. AB, 2209 Peace Street Apt. AB, 2213 Peace Street Apt. AB,) 0 Pine Ridge Dr. (parcel 209-4), 0 Pleasant Ave (parcel 99-63), 0 pleasant Ave (parcel 99-65), 2119 Pleasant Ave, 5434 Queen Christina Lane, 740 Toole Ave, 766 Toole Ave, 776 Toole Ave

Proposed Property

Parcel Number*	Physical Address*
99-24	0 Dewitt Ave
Commercial or Residential*	What type of property is this?*
Residential	Vacant lot
Proposed Disposal Method of the Property*	Description of proposed project or use of parcel*
Purchase	yard extension
Current zoning*	How do you plan to use this property?*
R-4 (Limited Multi Family)	Business
What type of ownership will this be?*	Proposed Project state date
Individual	01/01/2026

Proposed Project completion date

01/31/2026

Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements

Project Narrative

Please explain your overall plan for this property*

Applicant owns contiguous property to this parcel. He wants to clear the parcel and use as another access point and possibly parking.

Digital Signature of Applicant

👤 Aaron Honeysucker
Nov 14, 2025

Intake Review

Senior Planner collects information (i.e., deed, photos, Landroll information) concerning the parcel in question.

Date of completion 🔒

-

Municipal Use

Landroll Detail

Parcel Number		Map Reference Number	
99-24		620.00 1 375.00	<input type="radio"/> View Map <input type="radio"/> Property Taxes <input type="radio"/> Gis Map
Subdivision No.		Homestead Exemption Account Numbers	
STR			
Assessed Owner		Assessed Values	
CITY OF JACKSON		Land Value	0
		Improvement Value	0
		Total	0
Location		Appraised Values	
0 DEWITT AVE		Land Value	0
		Improvement Value	0
		Total	0
Legal Description		Building Info.	
BEG 242 FT E OF PLEASANT AVE & 154 FT N OF S/S NW 1/4 NW 1/4 SEC 34 6 1E N 123 FT W 72 FT N 18 FT E 108 FT S 141 FT W 36 FT TO BEG IN NW 1/4 NW 1/4 SEC 34 6 1E		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
		Deed Info.	
		Book & Page	6759-0608
		Date	09/04/2007
Acreage Info.			
Cultivated Acres	0.00		
Uncultivated Acres	0.00		

[Back](#) [Search](#)

Vic Sexton

From: Vic Sexton
Sent: Monday, November 10, 2025 5:36 PM
To: Toya Martin; Nathan Slater; Pamela Junior; Gregory T. Riley; Rasean Thomas; Tyree Jones; Drew Martin; Lorenzo Anderson; Nic Lott
Cc: Pieter Teeuwissen; Jillian Caldwell; Willie Bozeman; Tiara Harding; Jalyn Wimbush
Subject: Surplus Property

November 10, 2025 To: City of Jackson Departments
From: Vic Sexton – Planning & Development Department
(601) 960-1055, vsexton@jacksonms.gov

On November 20, 2025 the Surplus Property Committee will have its monthly meeting. On the agenda for discussion are parcels the parcels listed below:

Parcel 104-128-1, vacant overgrown lot on Woodlawn Street
Parcel 222-10, vacant overgrown lot on Aberdeen Street
Parcels 110-25 & 110-24, vacant lots on Amite Street
Parcel 70-79, vacant lot on Cohea Street
Parcel 423-6, commercial dilapidated (old Entergy building) at 107 West Mayes Street
Parcel 99-24, vacant lot located on Dewitt Ave.
Parcel 113-83, overgrown vacant lot located on West Capitol Street
Parcel 113-83-1, overgrown vacant lot located on Capers Ave.

The committee will decide whether or not to declare them Surplus and dispose of them.

In accordance with the City of Jackson's Surplus Property executive order, each department has an opportunity to request that the city maintain ownership if there is a municipal need. If there is, respond within ten (5) business days.



Vic Sexton | Small Business Outreach Coordinator
Office of Economic Development | Department of Planning & Development
Office: 601-960-1055; Fax: 601-960-2192
200 South President Street | 2nd Floor, Suite 223 | Jackson, MS 39201

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR KONICA MINOLTA COPIERS TO BE USED BY THE RISK MANAGEMENT DIVISION

RECEIVED
MAY 5 2026
CITY OF JACKSON
RISK MANAGEMENT DIVISION

WHEREAS, the City of Jackson, Mississippi's Risk Management Division desires to enter into a 36-month rental agreement with Advantage Business Systems, Inc. ("ABS"), with its principal office located at 218 South President Street, First Floor, Jackson, Mississippi 39201, for a Konica Minolta Bizhub C361i digital color copier/printer; and,

WHEREAS, ABS has provided a proposal dated December 29, 2025, which is attached to this Order and made part of these minutes; and,

WHEREAS, the proposal provides for a color and black-and-white multifunction copier/printer for a total rental cost of two hundred and forty-nine dollars (\$249.00) per month for a 36-month term; and,

WHEREAS, under the proposal, black and white copies are to be billed at \$0.009 per copy and color copies to be billed at \$0.059 per copy, which charges include toner, drums, parts, labor, service calls, preventative maintenance, and on-site customer training, but does not include paper and staples; and

WHEREAS, the equipment covered under the Agreement will be installed and utilized at the Risk Management Division, 218 South President Street, First Floor, Jackson, Mississippi 39201; and

WHEREAS, the Mississippi Department of Finance and Administration and the Office of Purchasing, Travel, and Fleet Management (DFA) entered into a contract (State Contract No. 8200079887) on behalf of the State of Mississippi with Konica Minolta Business Solutions U.S.A., Inc. to furnish equipment, including copiers/printers, purchase and rental, on a nonexclusive basis; and,

WHEREAS, the State entered into State Contract No. 8200079887 for the benefit of all municipalities, which are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, *et. seq.*, and the Mississippi Procurement Manual; and,

WHEREAS, Miss. Code Ann. § 31-7-13(m)(i) provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and,

WHEREAS, ABS has agreed to provide Risk Management with the Konica Minolta Bizhub equipment listed in the attached proposal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the rental agreement and any other necessary documents with Advantage Business Systems, Inc. to provide a 36-month rental of the Konica Minolta Bizhub copiers and printers identified in the attached proposal at a cost of \$249.00 per month, with all black and white copies billed at \$0.009 per copy and all color copies billed at \$0.059 per copy, which includes labor, parts, toner, drums, and maintenance, with the exception of paper and staples, for a term of thirty-six (36) months from April 1, 2026.

Agenda Item No. 10
May 5, 2026
(D.Martin, Horhn)

IT IS FURTHER ORDERED that payment for said copier rental be made from the General Fund.

Agenda Item: _____

Date:

By: Martin, Horhn

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR KONICA MINOLTA COPIERS TO BE USED BY THE RISK MANAGEMENT DIVISION is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature of Carrie Johnson]

Carrie Johnson, Deputy City Attorney

4/8/26

Date

Sondra O. Moncure

Sondra Moncure, Special Assistant City Attorney

4/9/2026

Date

[Handwritten signature of Drew Martin]

Drew Martin, City Attorney

4/14/26

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: February 27, 2026

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR KONICA MINOLTA COPIERS TO BE USED BY THE RISK MANAGEMENT DIVISION
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	Changes in City Government
3.	Who will be affected	City of Jackson Risk Management Division
4.	Benefits	Copier Service for Risk Management Division
5.	Schedule (beginning date)	Upon council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	CITYWIDE
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Risk Management Division/Legal Department
8.	COST	\$249.00 per month, with black and white copies to be billed at .009 per copy and color copies to be billed at .059 per copy
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	001.407.90.6514
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 _____

**TO: Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

DATE:

RE: Rental of copier equipment for Risk Management

Attached, you will find the City Council Order regarding the execution of a 36 month rental agreement with Advantage Business Systems for one BIZHUB C360i Color Copier to be used in the Risk Management Division.

The lease of the equipment will be for a 36 month term at the cost of \$249.00 per month. A cost of .009 for black and white copies and .059 will apply for each color copy.

The procurement is being made pursuant to State Contract # 8200079887.

It is hereby recommended, pending City Council approval, that the City of Jackson Risk Management Division enter into a lease with Advantage Business System for the equipment described.

MacDarrell Poullard, Risk Manager

Attachments

Office of the City Attorney

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson Risk Management (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson
Name Mac Poullard
Title Risk Manager
Address 218 S President St 1st Floor
City, State, & Zip Code Jackson, MS 39201

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRDPARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both –in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi’s accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 3rd day of March, 2026.

Vendor: Advantage Business Systems

By: 
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson-Risk Management

By: _____
Authorized Signature

Printed Name: John Horhn

Title: Mayor

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200079887

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Police Dept.

Bill to Address: 218 S President St, Jackson, MS 39201

Ship to Address:
SAME

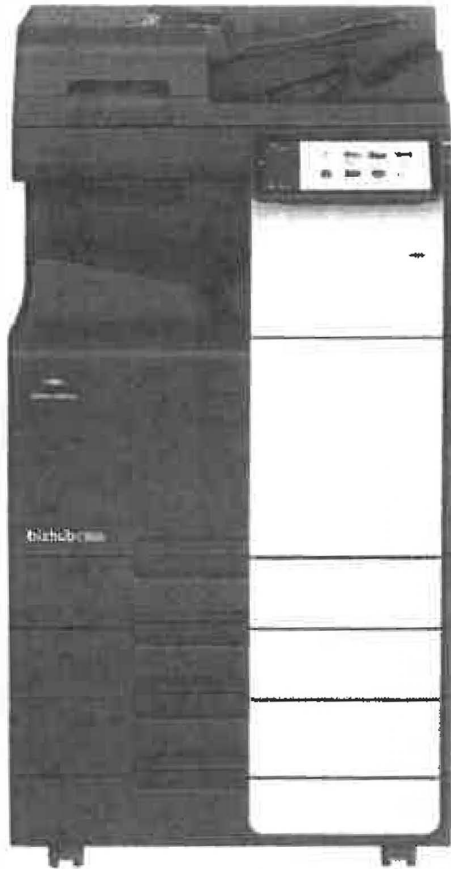
<u>Description of Equipment, Software, or Services</u>	<u>Price</u>	<u>Start Date</u>
Konica Minolta Bizhub C361i FS539 Finisher PC216 Cabinet FK514 Fax RU513 Relay Unit	\$ 249.00 for 36 months	4/1/26

Modifications: All color copies billed @ .059 and all b/w copies billed @ .009


Vendor Signature

Customer Signature

Proposal for: City of Jackson Risk Management



Advantage Business Systems

**5442 Executive Place
Jackson, MS 39206**

**Donna May (601)362-9192
Cell (601)317-4298**



December 29, 2025

City of Jackson Risk Management
218 S President St.
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub C361i color copier. I have put into the Proposal, pricing from Konica Minolta for use for State of MS contract #8200079887. I plan on being there for whatever needs you have. I hope these will meet your needs and within your price range.

We look forward to offering you the finest service available. We believe Konica Minolta, with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

A handwritten signature in black ink that reads "Donna May". The signature is written in a cursive, flowing style.

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

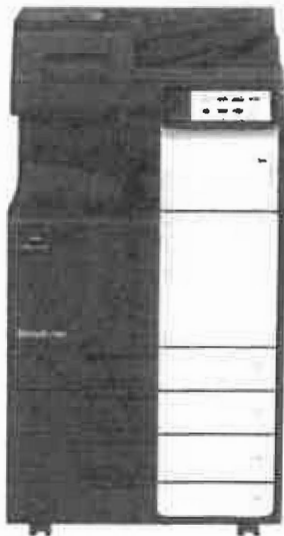
The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C361i Digital Color System provides these features:

- 36 ppm b/w and 36 ppm full color
- 100,000 sheet monthly duty cycle
- Single Pass Document Feeder (100 sheets)
- 1800 x 600dpi scanning
- Warm up time of less than 41 seconds
- 4 X 500 sheet universal cassette and 150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 10" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Super 3G Fax
- Staple Finisher
- Banner Printing
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device



36 Month Rental: \$249.00

- Bizhub C361i Digital Color Copier/Printer
- Desk
- Dual Head Scanner
- Staple Finisher
- Fax Kit

Maintenance

Maintenance Program includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

**Maintenance billed Monthly @ b/w copies @ \$.009
and color copies billed @ \$.059 per copy.**

- *(based on single sided, letter sized image)*

OFFICE OF THE CLERK
MAY 5 11 2026

**ORDINANCE OF THE CITY COUNCIL OF JACKSON,
MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE
CITY OF JACKSON CODE OF ORDINANCES RELATING TO
DEPARTMENTS**

WHEREAS, the City Council of the City of Jackson, Mississippi, previously adopted an ordinance creating Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments," governing the establishment of City departments; and

WHEREAS, pursuant to Mississippi Code §21-19-1 et seq., the City Council has the authority to enact, amend, and repeal ordinances in the interest of the public health, safety, and welfare. Pursuant to Mississippi Code § 21-8-23, the City Council may establish or disestablish departments by ordinance; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments" be amended as follows:

Plain Text = Existing Text

Underline = New Text

1 = Renumbering

~~Strikethrough~~ = Deleted Text

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

- (1) *Administration*. The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, and municipal court services.
- (2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.
- (3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
- (4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; ~~water/sewer business administration~~, right-of-way maintenance; cemetery maintenance; park maintenance; building maintenance; ~~wastewater treatment plant contract administration and maintenance of wastewater collector system~~; solid waste collection contract

administration; ~~management of water treatment and distribution facilities;~~
administration of the pest control contract; central supply; and custodial services.

- (5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center rental, athletic and recreational programming, special events, and the administration of contract facilities.
- (6) *Human resources.* The human resources department shall perform all human resources functions including the administration of benefits.
- (7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAN, building and permits, and community improvement.
- ~~(8) *Parks and recreation.* The parks and recreation department shall perform a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities.~~
- (89) *Constituent services and communications.* The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.
- (94) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.
- (104) *Information technology.* The department of information technology shall perform all the functions of information technology, information systems, and telecommunications.

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

- (1) *Administration.* The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, and municipal court services.
- (2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.
- (3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
- (4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; right-of-way maintenance; cemetery maintenance; building maintenance; solid waste collection contract administration; administration of the pest control contract; central supply; and custodial services.
- (5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center rental, athletic and recreational programming, special events, and the administration of contract facilities.
- (6) *Human resources.* The human resources department shall perform all human resources functions including the administration of benefits.
- (7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAM, building and permits, and community improvement.
- (8) *Constituent services and communications.* The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.
- (9) *Municipal clerk.* The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of

council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(10) *Information technology.* The department of information technology shall perform all the functions of information technology, information systems, and telecommunications.

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 ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney

J.M.
MBS

Date

OFFICE OF THE CITY ATTORNEY
11/14/12

ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM AND REGULATORY FRAMEWORK ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS WITHIN THE CITY OF JACKSON

WHEREAS, the City of Jackson is currently undergoing critical infrastructure stabilization efforts, including but not limited to water, wastewater, drainage, and electrical reliability; and

WHEREAS, large-scale data centers, particularly hyperscale facilities, require substantial and continuous consumption of water and electricity, and may place additional strain on municipal systems; and

WHEREAS, jurisdictions across the United States have identified risks associated with data center development, including excessive utility consumption, environmental impacts, noise pollution, and land use incompatibility; and

WHEREAS, the City of Jackson must ensure that any new industrial-scale development aligns with its infrastructure capacity, public health priorities, and long-term economic development strategy; and

WHEREAS, existing zoning classifications do not adequately distinguish between traditional commercial uses and industrial-scale data processing facilities; and

WHEREAS, the City Council finds it necessary to temporarily suspend certain data center developments while establishing appropriate regulatory standards to protect residents and municipal resources;

SECTION 1. PURPOSE

The purpose of this ordinance is to:

- Protect the City's water, sewer, and electrical infrastructure
- Ensure compatibility of land use with surrounding communities
- Prevent disproportionate environmental burdens on vulnerable neighborhoods
- Establish a regulatory framework for future data center development

SECTION 2. DEFINITIONS

For purposes of this ordinance:

(a) Data Center

A facility used to house computer systems and associated components, including servers, storage systems, and networking equipment.

(b) Hyperscale Data Center

A data center with an electrical load exceeding 20 megawatts (MW) or requiring significant dedicated infrastructure, operating at an industrial scale.

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(c) Colocation Data Center

A facility where multiple tenants lease space for servers and IT infrastructure.

SECTION 3. TEMPORARY MORATORIUM

(a) A temporary moratorium is hereby imposed on the:

- Construction
- Expansion
- Permitting
- Site plan approval

of any new or expanded data center exceeding **5 megawatts (MW)** of projected electrical load within the City of Jackson.

(b) This moratorium shall remain in effect for **183 days** from the effective date of this ordinance.

(c) The City Council may extend this moratorium for an additional **183 days**, as deemed necessary.

SECTION 4. EXEMPTIONS

The following are exempt:

1. Existing data centers conducting routine maintenance or minor upgrades
2. Facilities supporting public safety, emergency management, or government operations
3. Projects that have received full and final site plan approval prior to the effective date

SECTION 5. INFRASTRUCTURE IMPACT REQUIREMENTS (FOR FUTURE APPROVALS)

No data center development shall be approved without Council approval and unless the applicant demonstrates:

(a) Water Capacity

- No adverse impact on municipal water pressure or supply
- Independent or supplemental water sourcing plan where necessary

(b) Power Supply

- Coordination with utility providers to prevent grid strain
- No displacement of residential or small business energy needs

(c) Stormwater and Drainage

- Compliance with enhanced drainage and runoff mitigation standards

(d) Environmental Impact

- Noise mitigation plan
- Emissions disclosures (including backup generators)

SECTION 6. COMMUNITY PROTECTION REQUIREMENTS

All future data center proposals must include:

- A **Community Impact Statement**
- A **Public Hearing** prior to approval
- A **Community Benefits Agreement (CBA)** where applicable

SECTION 7. ZONING AND LAND USE REVIEW

During the moratorium period, the City shall:

- Establish specific zoning classifications for data centers
- Distinguish between commercial-scale and industrial-scale operations
- Identify appropriate districts for potential development
- Prohibit placement near residential zones, schools, and critical community facilities unless special approval is granted.

SECTION 8. TRANSPARENCY AND REPORTING

Any approved data center shall:

- Report annual water usage
- Report energy consumption
- Disclose environmental impacts

SECTION 9. APPEALS

Applicants may request a public hearing before the City Council if adversely affected by the moratorium.

SECTION 10. SEVERABILITY

If any section, subsection, sentence, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, and provision thereof, irrespective of the fact that any one or more portions may be declared invalid.

SECTION 11. EFFECTIVE DATE

This ordinance shall take effect immediately upon adoption and publication in accordance with state law.

Agenda Item No. _____
May 5, 2026
(Grizzell)

**ORDER CONFIRMING THE APPOINTMENT OF PIETER TEEUWISSEN
TO THE SPECIAL SALES TAX COMMISSION**

OFFICE OF THE CITY ATTORNEY
5/13/2026
S. J. [Signature]

WHEREAS, the Mayor appoints three members with the advice and consent of the City Council to the Special Sales Tax Commission, pursuant to Section 27-65-241 of the Mississippi Code of 1972, as amended; and

WHEREAS, the appointments are for five-year terms; and

WHEREAS, one of these three seats on the Commission has been vacated; and

WHEREAS, the term for this vacated seat began on March 1, 2022 and ends on February 28, 2027; and

WHEREAS, the Mayor desires to appoint Pieter Teeuwissen to fill the remainder of the term of this seat.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Pieter Teeuwissen to the Special Sales Tax Commission to fill an unexpired term ending February 28, 2027 is hereby confirmed.

Agenda Item No. 16
May 5, 2026

PIETER TEEUWISSEN, Esq.

EDUCATION:

University of Minnesota Law School, Minneapolis, MN (1987-1990). J.D.; awarded the Royal A. Stone Scholarship each year. Admitted to the Mississippi Bar in September 1990.

Tougaloo College, Tougaloo, MS (1983-1987). B.A., *Magna Cum Laude*; double major in History and Political Science; minor in English. Subsequent study (1991-1992) in pre-medicine.

Princeton University, Princeton, NJ (Summer 1986). Awarded a Sloan Fellowship to study public policy and economics at the Woodrow Wilson Institute for Public & International Affairs.

EXPERIENCE:

Judge, Hinds County Court (December 2023 – January 2025). Gubernatorial appointment as civil judge for the First and Second Judicial Districts; resolved 4,907 matters, six appeals; multiple jury trials, no appeals. Also sat as the sole eminent domain judge in Hinds County resolving, among other matters, the State's acquisition of derelict properties around the State Fairgrounds via eminent domain. Other duties included criminal initial appearances and setting criminal bonds (misdemeanor and felony), review/issuance of felony criminal warrants and venire qualification for circuit civil and criminal juries.

Simon & Teeuwissen, PLLC (October 2013 – December 2023). Trial, Appellate and Regulatory Practice focusing on creative and efficient resolution of byzantine legal, governmental, and business matters.

Board Attorney, Hinds County, Mississippi (October 2013 – January 2020). Largest Mississippi county by population, road miles, and bridges; second largest by area. Statutory legal counsel reporting directly to the five-person Board of Supervisors on all legal matters, including but not limited to: personnel/EEOC; inter-governmental affairs; ADA; consent decrees; elections; juvenile and adult detention matters; litigation; local government budgeting, finance and bonds; public roads, bridges and culverts; and, supervision of all special legal counsel and insurance counsel. Also involved in economic development and administration. Worked daily with the County Administrator.

EXPERIENCE (CON'T):

City Attorney, City of Jackson, Mississippi (November 2009 – September 2013)/ **Interim City Attorney** (July 2009 – October 2009). Chief legal officer for a municipal corporation of approximately 2,250 employees, 120 square miles, a \$350mm budget and a mayor-council form of government. Supervised approximately 40 employees in the Risk Management, City Prosecutor, Transactions and Litigation Divisions. Responsible for all legal affairs of the City including federal and state regulatory matters, enacting ordinances, personnel matters, purchasing, public finance, contracts, inter-governmental affairs, economic development and management of self-funded risk reserves.

Special Assistant to the City Attorney, City of Jackson, Mississippi (November 2004 – June 2009). Managed, supervised and served as counsel of record in all litigation and appeals for the City (over 350 matters). Direct supervision over senior deputy and deputy city attorneys and support staff, supervised Risk Management division, developed case tracking and tickling system, and served as lead attorney for over 250 administrative, state, federal and EEOC matters. Also served in an actuarial capacity establishing reserves as City was self-funded for liability, health and workers' compensation.

Special Circuit Judge, Seventh Judicial District (Hinds County) (October 2008 to December 2008). Appointed by the Mississippi Supreme Court to assist the Hinds County Circuit Court with the criminal docket.

Managing Partner, Danks Teeuwissen & Associates (formerly Danks Simon & Teeuwissen), Jackson, MS (May 1998 – August 2004). A general practice/litigation law firm with the majority of my time spent in medical negligence, consumer, wrongful death and accident litigation on both the state and federal levels. In addition, the practice included appellate work in both state and federal courts and a variety of chancery matters.

Partner, Dockins Simon & Teeuwissen, Jackson, MS (February 1997 – May 1998). General practice law firm with the majority of time spent in medical negligence, wrongful death and accident litigation on both the state and federal levels. In addition, significant time spent on domestic and chancery litigation.

Senior Associate, Byrd & Associates, Jackson, MS (March 1993 - February 1997). Litigation attorney in personal injury, wrongful death, medical negligence, products liability and sovereign immunity cases; extensive appellate work; direct supervision of other attorneys and staff.

Associate, Cherry Given Lockett Peters & Diaz, Jackson, MS (August 1992 - March 1993). Practiced in the areas of personal injury and medical negligence.

Pieter Teeuwissen, Esq.
Curriculum Vitae (09/2025)
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Staff Attorney - Special Assignments, Mississippi Department of Human Services (December 1990 - September 1991). Responsible for traveling the state and troubleshooting in backlogged areas of child support and welfare fraud. As Special Assignments attorney, answered directly to then Director, Hon. James E. Graves, Jr.

Law Clerk, Owens & Owens Law Firm, Jackson, MS (Summer 1989). Research and trial assistance to the Hon. Denise Owens, Bob Owens and Dennis C. Sweet, III.

BAR ADMISSIONS:

Admitted to practice in all Mississippi state and federal courts, as well as the United States Court of Appeals for the Fifth Federal Circuit.

Appointed by the Mississippi Supreme Court to the nine-member **Mississippi Board of Bar Admissions**, 2002 – Present; (Chair, 2009 – 2014; Vice-Chair, 2005 to 2009 and 2018 to 2023); Chair Emeritus, April 2014 to present); responsible for administration of the bar admissions process in Mississippi including testing and character & fitness, as well as drafting and grading questions in the areas of chancery practice, evidence and constitutional law.

From January 2025 – April 2025, served as the **Interim Bar Admissions Administrator** administering the statutorily required bar examination, supervising office staff and reviewing office policies to ensure optimal efficiency of a state special fund agency.

National Conference of Bar Examiners (NCBE), Member of the nine-person Diversity Issues Committee, 2009-2014; Member of 12-person Multistate Bar Exam (MBE) Committee, liaison to the civil procedure and evidence drafting committees, 2014 – 2016; Member, Education Committee, 2016-Present. (Responsible for planning national convention with approximately 450 attendees from 56 jurisdictions).

Pieter Teeuwissen, Esq.
Curriculum Vitae (09/2025)
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MEMBERSHIPS:

American Inns of Court, Alumni Member (Charles Clark Inn)

Federal Bar Association

Bar Association of the Fifth Federal Circuit

Capitol Area Bar Association

(Past member of People's Law School, Small Firm Practice Committee and Bench/Bar Relations Committee)

Magnolia Bar Association, Life Member

(First ever Life Member, along with Anthony R. Simon, Esq.)
(Chair, CLE Committee (2007-2008); Member, Amicus Briefing Committee; Website Design Committee; Chair of the Special Projects Committee and Mock Trial Competition (1993-1995); past member CLE Committee and Conventions Committee)

Million Dollar Advocacy Forum

Mississippi Bar Association

(Past member of Disciplinary Rules and Procedures Advisory Committee; former co-chair of Young Lawyers Division Minority Involvement Committee; past member of the Young Lawyers Division Law School Relations Committee)

Omega Psi Phi Fraternity (Rho Epsilon, Fall 1985)

New Hope Baptist Church, Rev. Jerry Young, Member (family church)

Tougaloo College United Church of Christ, Associate Member (childhood church)

University of Minnesota Law Alumni Association, Class Agent

University of Minnesota Alumni Association, Career Advisor

HONORS:

Fellow (2018 admission), Mississippi Bar Foundation (Peer nominated and limited to 10% of the active bar)

R. Jess Brown Award, Magnolia Bar Association (the Association's highest honor) (2015)

Government Service Award, Magnolia Bar Association (for efforts on behalf of minority and women bar applicants) (2007).

Board of Governors, the Capitol Club (2008 – 2012).

Board of Directors, Mississippi Food Network (MFN) (2023 – present) (Secretary and member of the Governance Committee).

Planning Committee, Mississippi Conference of Addiction Professionals / The Mississippi Behavioral Health Summit

NOTABLE ACHIEVEMENTS/RESOLUTIONS:

ABA Moot Court, University of Minnesota Law School, 1988-1989.

Alternative Dispute Resolution mediator/arbitrator, Mississippi Supreme Court certified (lapsed).

Administrator, only City Attorney in approximately 40 years to serve without a Chief Administrative Officer, thereby handling many of the responsibilities necessary for daily administration of the City.

Certificate, United States Department of Justice • National Institute of Corrections, Planning of New Institutions (2014, week-long course, invitation only, competitive selection process).

Co-developed with the Hon. Daniel P. Jordan, III the Capital City Legal Relievers program whereby defense firms agreed to represent the City of Jackson *pro bono* in exchange for courtroom and appellate experience.

Coordinator, City of Jackson's response to Federal Bureau of Investigation/Department of Justice investigation into unconstitutional/criminal actions of the mayor (2007 – 2009).

Coordinator, Hinds County responses to various Federal Bureau of Investigation queries regarding elected/appointed officials.

Coordinator, Hinds County Juvenile Detention compliance efforts (federal consent decree).

Pieter Teeuwissen, Esq.
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NOTABLE ACHIEVEMENTS/RESOLUTIONS (CON'T):

Coordinator, Hinds County E911 \$9 million communications upgrade and integration into MSWIN system (providing final technical piece for Coast to Desoto emergency communication).

Coordinator, Hinds County and/or City of Jackson, responses to federal ADA inquiries regarding public transit, public accommodation, voting access, programming access.

Coordinator, Hinds County ambulance service contract renewal and monopoly litigation.

Coordinator, various responses to employee deaths (including law enforcement), employee threats, natural disaster orders, and a variety of emotional, fluid situations subject to public scrutiny.

Developed/presented Civil Litigation and Constitutional Law Update, a four-hour continuing education program for law enforcement.

Developed and presented Civil Liability and Report Writing, a four-hour continuing education program for law enforcement.

Developed and presented at the City of Jackson Law Enforcement Training Academy the following courses (with tests): Evidence, Arrest, Search and Seizure; City Ordinances; Police Pursuit and Emergency Driving; Civil Liability for Law Enforcement.

Developed and presented seminars to City of Jackson employees on the following topics: Adult Entertainment Licensing; Civil and Criminal Forfeitures; First Amendment Rights (protests and speech); Sexual Harassment and Discrimination Prevention.

Drafted, on behalf of the City of Jackson: revised General Orders for the Jackson Police Department; ordinances covering various topics such as special events, signs, noise, adult entertainment, boards and commissions appointments; revised sexual harassment policy; implemented FLSA compliant personnel policies and pay rules.

Economic Development efforts (serving as local government legal counsel and advisor) including the Continental Tire \$1.5 Billion Dollar facility in Hinds County; The District at Eastover; Downtown Westin; Iron Horse Grill; the Belhaven Building/MBMC development; Premium Waters; Cherokee Brick; and, expansion of the Jackson Redevelopment Authority (JRA) footprint.

Guest Lecturer, Externship Program, Mississippi College School of Law, Fall 2008 (speaking on legal careers in both the public and private sector; multiple presentations). Also established an on-going externship program between MCSCOL and the City of Jackson, later Hinds County, which has provided extern experience for over 20 students.

Pieter Teeuwissen, Esq.
Curriculum Vitae (09/2025)
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NOTABLE ACHIEVEMENTS/RESOLUTIONS (CON'T):

Instructor, NITA Critical Trial Skills Program, May, 2006.

National Certification, Food Safety and Handling (lapsed).

Negotiated with the EPA and United States Department of Justice to address the City of Jackson wastewater violations and with system improvements estimated at \$390 million over the next 17.5 years (original DOJ demand was \$900 Million in 10 years).

Negotiated Settlement Agreement with the United States Department of Justice to resolve systemic constitutional violation in County detention facilities. The Agreement involves mental health, custody and programming for juveniles charged as adults, custody and release of adults and creation of a Criminal Justice Coordinating Committee.

Resolution, Hinds County SWAP liability (public auditors could not calculate extent of liability) with the Bank of New York terminating the SWAP's *and* paying Hinds County.

Reviewed (both drafting and editing of work done by outside counsel) approximately \$350 million in revenue, development, general obligation, road & street, water & sewer, and TIF bond issues.

Special Prosecutor, Humphries County Youth Court (2023 – ongoing).

Student Attorney, University of Minnesota Law Clinics in Tax, Worker's Compensation and Social Security (January, 1989 - May, 1990).

Successful appellate record on behalf of the City of Jackson, Mississippi: 31 wins, 10 losses, .760 success rate (by comparison, previous success rate on appeal was approximately 35%).

Supervised the Jackson Fire Department District Chief and Jackson Police Department Sergeant promotional processes (2010); the first City of Jackson promotional process without United States Justice Department supervision since 1974. No lawsuits or challenges were filed with respect to either process. Both were done after first dissolving the existing civil rights era consent decrees.

Supervised City of Jackson's reorganization of Community Improvement Division in response to allegations of criminal conduct.

Supervised City of Jackson 2010 Census Redistricting process, voting precinct realignment and various special and general elections, all without legal challenges. Received Department of Justice Section V Pre-Clearance.

Supervised City of Jackson's response to Department of Labor FLSA investigation, resulting in reduction of penalties by 50% and implementation of bi-weekly pay system.

Supervised Hinds County's response to Department of Labor FLSA Class Action involving sheriff's office employees.

SPEAKING ENGAGEMENTS (PROFESSION RELATED ONLY):

- 1997 Mississippi College Medical Malpractice Law Update
- 1997 Magnolia Medical and Surgical Association
- 1999 Medical Malpractice in Mississippi
- 1999 Jackson Metropolitan Retired Teachers Association
- 2001 Perspectives on the Law of Damages in Personal Injury Claims
- 2001 How to Litigate Your First Civil Trial
- 2001 The Basics of Cross-Examination in Mississippi
- 2002 Analyzing Medical Records for the Mississippi Paralegal
- 2002 Mississippi Nursing Law Update
- 2003 How to Litigate Your First Civil Trial
- 2004 Magnolia Bar Judicial Symposium (Bar Admissions)
- 2004 Powerful Evidence in Mississippi
- 2004 How to Litigate Your First Civil Trial
- 2004 Mississippi Nursing Law Update
- 2004 Analyzing Medical Records for Paralegals
- 2004 Ethics, Professional Responsibility and Malpractice Prevention (sponsored by The Mississippi Bar)
- 2005 Magnolia Bar Judicial Symposium (Bar Admissions)
- 2005 Medical Records Management for Mississippi Paralegals
- 2005 Using Medical Records to Prove Your Case in Mississippi
- 2005 Moderator, Magnolia Bar Judicial and State Legislator Forum
- 2005 Advanced Trial Advocacy
- 2006 Direct and Cross Examination
- 2006 Magnolia Bar Judicial Symposium (Bar Admissions)
- 2006 Magnolia Bar Association Annual Convention, The Perfect Pleading and Panel Member of Nursing Home Litigation
- 2006 Product Liability Litigation: Handling Automobile Defect Cases
- 2006 Nursing Home Malpractice, Neglect and Abuse
- 2006 Premises Liability in Mississippi
- 2007 Magnolia Bar Judicial Symposium (Bar Admissions)
- 2007 Civil Litigation and Constitutional Law Update
- 2007 Nursing Home Litigation Update
- 2008 Strategies for Legal Research on the Web
- 2008 Mediation, A Valuable Tool for Litigators
- 2008 Legal Externship Class on Public Service, Mississippi College School of Law
- 2008 Southern Region/Black Law Students Association, Sub Region II, Fall Academic Retreat
- 2008 Guardianships and Conservatorships from A to Z

SPEAKING ENGAGEMENTS (PROFESSION RELATED ONLY) (CON'T):

- 2009 Find It on the Internet (Strategies for Legal Research on the Web)
- 2009 American Society of Training and Development (The Recalcitrant Employee)
- 2009 Personal Injury Trials: Getting the Most Out of Your Evidence
- 2010 Magnolia Bar Judicial Symposium (Bar Admissions)
- 2010 Magnolia Bar Young Lawyers Meeting
- 2011 Mississippi Bar Association Annual Meeting (Government and First Amendment Issues)
- 2013 Magnolia Bar: Pre-Trial Motion Practice and Pre-Trial Advocacy
- 2014 Effective Negotiations with Insurance Adjusters
- 2014 Representing Your Client in Federal Court
- 2014 Mississippi Paralegal Association: Local Government Law
- 2014 Magnolia Bar: Representing Municipalities
- 2015 Magnolia Bar: Judicial Symposium (Bar Admissions)
- 2015 Mississippi College School of Law (Local Government Law)
- 2015 National Conference of Bar Examiners Annual Conference, section facilitator
- 2016 Mississippi Bar: Cutting Through the Bureaucracy of Boards, Commissions and Other Policy Makers
- 2016 Mississippi Bar: "All in Favor, Say 'Aye'", Presented at the Mississippi Bar Annual Meeting and Summer School
- 2016 Mississippi Bar: "All in Favor, Say 'Aye'", Presented at the Mississippi Supreme Court in-house CLE
- 2017 Dean Louis Westerfield Symposium, University of Mississippi Law School
- 2017 Bridging the Gap: Reducing the Incarcerated Mentally Ill Jail Population (Moderator)
- 2018 Moderator, NCBE Annual Conference, ADA Issues in Bar Admissions
- 2019 Dean Louis Westerfield Symposium, University of Mississippi Law School
- 2019 Moderator, NCBE Annual Conference, Access to Justice as a Bar Admission Concern
- 2019 NBI Seminar, July 2019
- 2020 Moderator, NCBE Annual Conference, Implicit Bias Workshop
- 2022 NCBE Annual Conference, Introduction of Keynote Speaker, Hon. Carl Stewart
- 2023 MSCAP Welcome and Introduction of Keynote Speaker
- 2023 Washington County Drug and Intervention Court Keynote Speaker
- 2023 Moderator, NCBE Annual Conference, DEI presentation
- 2023 Bar Admissions presentation to Mississippi College entering law students (other years also)
- 2024 Moderator, NCBE Annual Conference, NextGen bar examination development
- 2024 Multiple public speaking engagements pertaining to duties as a county court judge
- 2025 Moderator, NCBE Annual Conference, NextGen bar examination beta testing

(CLE presentation ratings are generally a 4.5 or better on 5.0 scale.)

Pieter Teeuwissen, Esq.
Curriculum Vitae (09/2025)
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SPEAKING ENGAGEMENTS, (OTHER) (CON'T.):

Guest Lecturer, Introduction to Sociology, Clark-Atlanta University, Fall 1998.

Guest Lecturer, Trial Advocacy Course, Howard University School of Law, Fall 1999.

Guest Lecturer, Entrepreneurship Course (Graduate Level), Jackson State University College of Business, Fall 2005.

Guest Lecturer, American Government (Graduate Level), Jackson State University, Fall 2007 (speaking on the legal system in Mississippi).

AUTHORSHIP:

Mississippi's Adoption of Rule 35 Independent Medical Examinations: 23 Miss. C.L. Review, Issue 1 (Fall 2003).

Local Government and the First Amendment, The Mississippi Bar Journal, (Winter, 2011).

Asked to author Am.Jur. Section update on Police Pursuit law (2004); declined due to other obligations

Bar Admissions, Investigation and Examination, African-American Law School Survival Guide, Hope's Publishing (2006)

Appellate briefs (state and federal) in approximately 100 reported decisions.

Presentation papers and materials for professional related presentations listed, *supra*.

Pieter Teeuwissen, Esq.
Curriculum Vitae (09/2025)
Page -11-

MISCELLANEOUS:

Member/Owner, TNT Enterprises, LLC. TNT Enterprises was the Owner/Operator of Wingstop franchises in the central Mississippi and central Alabama markets.

PERSONAL:

Coach, New Hope Christian School girls' basketball team (2004 – 2011).

Coach/Sponsor, Jackson Lady Hornets AAU Team.

President, Parent Student Organization (PSO), New Hope Christian School, 2002-2004.

REFERENCES:

Available upon request.

List of trial experience (100+ trials), oral arguments, appellate experience (100+ matters before the Mississippi Supreme Court, Mississippi Court of Appeals and Fifth Circuit Court of Appeals), verdicts & settlements and writing samples are available upon request.

Notable skills: Solving an array of problems few want to tackle while giving others the credit; finding common ground; leading or serving interchangeably; ethical results. Demonstrated mastery of the law and politics intersection.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39201-2777
Telephone: (601) 960-1755
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE APPOINTMENT OF PIETER TEEUWISSEN TO THE SPECIAL SALES TAX COMMISSION** is legally sufficient for placement in NOVUS Agenda.

5/1/2026

DATE

Sondra Moncure, *Special Assistant* Sondra O. Moncure

Terry Williamson, *Legal Counsel* TW

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF AUSTIN BARBOUR TO THE METRO JACKSON WATER AUTHORITY.

SEEN
MAY 11 2026
10:10 AM

WHEREAS, House Bill 1677, known as the "Metro Jackson Water Authority Act," was passed and signed into law on April 8, 2026, creating a 9-member board; and

WHEREAS, three members at large are to be appointed by the Mayor of the City of Jackson and confirmed by the City Council. All initial members shall be appointed by May 1, 2026; and

WHEREAS, all appointed members must be residents of the state and must have significant, demonstrated experience in at least one (1) of the following areas: business management; fiscal affairs; public finance; public health; engineering; or public utilities; and

WHEREAS, no voting members of the board shall be an elected official, and no current or former federal, state, or local elected officials may be appointed; and

WHEREAS, appointments shall be for a term of four (4) years. Each member shall serve at the will and pleasure of his or her appointing authority and hold office until his or her successor has been appointed and qualified; and

WHEREAS, members of the board shall serve without salary but may receive per diem, travel, and expenses, including mileage, upon authorization, as outlined in Miss. Code Ann. Sections 25-3-69 and 25-3-41. Expenses are paid from the authority's funds after it assumes management of water and wastewater systems. Before this, expenses may be paid by the state, subject to appropriations; and

WHEREAS, the Mayor recommends Austin Barbour for appointment to the Jackson Water Authority. As a longtime resident of Jackson, Mississippi, he has been selected to serve on this water authority based on his qualifications.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Austin Barbour to the Metro Jackson Water Authority be confirmed, with said term beginning May 1, 2026.

Agenda Item No.: 17

Date: May 5, 2026

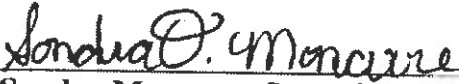
By: Horhn

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 CONFIRMING THE MAYOR'S APPOINTMENT OF AUSTIN BARBOUR TO THE METRO JACKSON WATER AUTHORITY** is legally sufficient for placement in NOVUS Agenda.



Sondra Moncure, *Special Assistant*

4/29/20
Date

Austin Barbour brings a dual private and political-sector resume to Clearwater Group, the company he co-founded in 2011.

Barbour began building his extensive client list in 2003, as a government relations specialist at the regional firm, Capitol Resources, where he was hired after breaking all state fundraising records as Finance Director for Haley Barbour's first campaign for Governor of Mississippi in 2003. He took a leave of absence from lobbying during 2008 to serve as Campaign Manager for Senator Roger Wicker in his first bid for the U.S. Senate.

Prior to his work on the lobbying and political scene, Barbour created and grew a new financial services division for Security Holdings, LLC, one of the nation's fastest growing businesses.

In 2011, Barbour brought together his successes in business and politics, and opened the doors at Clearwater Group, LLC, where he serves as Managing Partner and specializes in fundraising and business development as well as government affairs issues dealing with appropriations, defense, state and federal procurement and contracting, education, environment, manufacturing and public safety.

Most recently, Barbour served as Executive Director of the national super PAC for Governor Rick Perry's presidential campaign. Austin served as a Senior Advisor on Gov. Jeb Bush's presidential campaign.

Barbour has also been recognized as one of the nation's top fundraisers with previous positions including the National Finance Chairmen for Romney for President in 2012 and a Senior Fundraising Consultant for the National Republican Senatorial Committee.

He also held the position of State Finance Chairman for the Mississippi Republican Party in 2010-2011, was on the Transition Team for Governor Phil Bryant and is on the Finance Committee for Lt. Gov. Tate Reeves. He served as a member of the strategy team for Romney for President in 2012 and was the Senior Strategist for the successful re-election campaign for U.S. Senator Thad Cochran in 2014.

Austin manages the day-to-day operations of the firm. He leads the firm's strategic communications practice area and is also intimately involved with Clearwater Group's legislative lobbying and political activity practice areas.

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DANIEL L. WALKER TO THE METRO JACKSON WATER AUTHORITY.

OFFICE OF THE ATTORNEY GENERAL
J.M. THE APPELLATE

WHEREAS, House Bill 1677, known as the "Metro Jackson Water Authority Act," was passed and signed into law on April 8, 2026, creating a 9-member board; and

WHEREAS, three members at large are to be appointed by the Mayor of the City of Jackson and confirmed by the City Council. All initial members shall be appointed by May 1, 2026; and

WHEREAS, all appointed members must be residents of the state and must have significant, demonstrated experience in at least one (1) of the following areas: business management; fiscal affairs; public finance; public health; engineering; or public utilities; and

WHEREAS, no voting members of the board shall be an elected official, and no current or former federal, state, or local elected officials may be appointed; and

WHEREAS, appointments shall be for a term of four (4) years. Each member shall serve at the will and pleasure of his or her appointing authority and hold office until his or her successor has been appointed and qualified; and

WHEREAS, members of the board shall serve without salary but may receive per diem, travel, and expenses, including mileage, upon authorization, as outlined in Miss. Code Ann. Sections 25-3-69 and 25-3-41. Expenses are paid from the authority's funds after it assumes management of water and wastewater systems. Before this, expenses may be paid by the state, subject to appropriations; and

WHEREAS, the Mayor recommends Mr. Daniel L. Walker for appointment to the Jackson Water Authority. As a longtime resident of Jackson, Mississippi, he has been selected to serve on this water authority based on his qualifications

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Daniel L. Walker to the Metro Jackson Water Authority be confirmed, with said term beginning May 1, 2026.

Agenda Item No.: 18

Date: May 5, 2026

By: 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 CONFIRMING THE MAYOR'S APPOINTMENT OF DANIEL L. WALKER TO THE METRO JACKSON WATER AUTHORITY** is legally sufficient for placement in NOVUS Agenda.



Sondra Moncure, *Special Assistant*

4/29/20
|
Date

RECEIVED THE CITY ATTORNEY
4/29/20

Daniel L. Walker – Professional Biography

Daniel L. Walker is an environmental and water treatment professional with a strong record of supporting critical infrastructure, public health systems, and complex engineering operations. His work reflects a commitment to delivering reliable water systems and long-term solutions for communities facing infrastructure challenges.

Mr. Walker is a graduate of Alcorn State University and Jackson State University, where he built a solid foundation in science, engineering, and environmental systems. He began his career in upstate New York, gaining early experience in environmental engineering while earning advanced training certifications through programs affiliated with Massachusetts Institute of Technology.

He has served as a water treatment engineer supporting major industrial operations, including Grand Gulf Nuclear Station and the Nissan water treatment facility, where he focused on water quality, process optimization, and regulatory compliance in high-demand environments. He has also provided consulting on water treatment and environmental infrastructure initiatives, including projects supporting NASA.

Mr. Walker brings over 20 years of experience in emergency response, logistics coordination, and infrastructure resilience planning, with an emphasis on proactive problem-solving and system reliability. He has remained actively engaged in civic efforts to improve water infrastructure, strengthen public services, and promote sustainable investment in essential systems.

With a combination of technical expertise and community-focused perspective, Mr. Walker is committed to advancing practical solutions that ensure safe, dependable water access while supporting the long-term stability of the City of Jackson's infrastructure.

Mr. Walker stands ready to serve with integrity, technical excellence, and a results-driven approach—helping lead Jackson toward a future defined by reliability, public trust, and sustainable progress.

Short Version

Daniel L. Walker is an environmental and water treatment professional and graduate of Alcorn State University and Jackson State University, who began his career in upstate New York and received advanced training certifications through programs affiliated with Massachusetts Institute of Technology. He has served as a water treatment engineer for major industrial operations, including Grand Gulf Nuclear Station and Nissan, and has provided consulting on water treatment initiatives, including projects supporting NASA.

With over 20 years of experience in emergency response, logistics coordination, and infrastructure resilience planning, Mr. Walker brings a results-driven approach focused on strengthening water system reliability, restoring public trust, and advancing sustainable infrastructure solutions for the City of Jackson.

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHIRLEY R. TUCKER TO THE METRO JACKSON WATER AUTHORITY.

OFFICE OF THE CLERK
Shirley R. Tucker
4/11/2026

WHEREAS, House Bill 1677, known as the "Metro Jackson Water Authority Act," was passed and signed into law on April 8, 2026, creating a 9-member board; and

WHEREAS, three members at large are to be appointed by the Mayor of the City of Jackson and confirmed by the City Council. All initial members shall be appointed by May 1, 2026; and

WHEREAS, all appointed members must be residents of the state and must have significant, demonstrated experience in at least one (1) of the following areas: business management; fiscal affairs; public finance; public health; engineering; or public utilities; and

WHEREAS, no voting members of the board shall be an elected official, and no current or former federal, state, or local elected officials may be appointed; and

WHEREAS, appointments shall be for a term of four (4) years. Each member shall serve at the will and pleasure of his or her appointing authority and hold office until his or her successor has been appointed and qualified; and

WHEREAS, members of the board shall serve without salary but may receive per diem, travel, and expenses, including mileage, upon authorization, as outlined in Miss. Code Ann. Sections 25-3-69 and 25-3-41. Expenses are paid from the authority's funds after it assumes management of water and wastewater systems. Before this, expenses may be paid by the state, subject to appropriations; and

WHEREAS, the Mayor recommends Mrs. Shirley R. Jackson for appointment to the Jackson Water Authority. As a longtime resident of Jackson, Mississippi, she has been selected to serve on this water authority based on her qualifications.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Mrs. Shirley R. Jackson to the Metro Jackson Water Authority be confirmed, with said term beginning May 1, 2026.

Agenda Item No.: 19
Date: May 5, 2026
By: 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 CONFIRMING THE MAYOR'S APPOINTMENT OF SHIRLEY R. TUCKER TO THE METRO JACKSON WATER AUTHORITY is legally sufficient for placement in NOVUS Agenda.

Sondra E. Moncure
Sondra Moncure, *Special Assistant*

4/20/20
Date

Shirley R. Tucker is a long-term resident of Jackson, Mississippi. She is a Business Counselor & Extension Specialist at the Mississippi Small Business Development Center Network, powered by the America's Small Business Development Center Network and U.S. Small Business Administration. Shirley previously worked at the Greater Jackson Chamber Partnership for more than two decades, assisting numerous businesses throughout the state. She is also the co-owner of BATES Communication, LLC.

Mrs. Tucker previously served as the Interim Chief of Staff at the Mississippi Minority Business Alliance, Inc. & the Women Business Center of MS. There, she was responsible for developing, implementing, evaluating, and refining approved programs to increase and enhance opportunities for business enterprises.

She has a Bachelor of Business Administration degree in Business Marketing from Jackson State University and graduated from The Chamber Institute at the University of San Diego in San Diego, California.

Throughout her professional career, she has received numerous awards and recognitions:

- Hinds Community College Vice President's Scholarship & Hall of Honors Recipient
- Top 10 Finalist/50 Leading Business Women of the Year
- Leadership Greater Jackson Lifetime Achievement Award
- Preceptor Award by the Association of Leadership Professionals

She currently serves as the chairman of The Redeemer School and the Jackson Leadership Foundation, and sits on the boards of the St. Dominic Hospital Foundation, the Junior League of Jackson, and the Jackson MS Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

She and her husband, Ellis, have three adult children (Atlanta & Florida) and attend the Redeemer Church in Jackson.

**ORDER RATIFYING AND AUTHORIZING PAYMENT TO
MORRIS AND MCDANIEL, INC. FOR PROVIDING
ONLINE ENTRY-LEVEL TESTING FOR POLICE
RECRUITS**

Wilsa McDaniel
THE CITY ATTORNEY
4/29/26

WHEREAS, the City of Jackson, Police Department requests that the governing authorities ratify the JPD's receipt of outstanding invoice items from Morris and McDaniel, Inc., located at 950 N Washington Street, Ste 504, Alexandria, Virginia 22314, and authorize partial payment of the invoices; and,

WHEREAS, Morris & McDaniel, Inc. has provided professional services to develop, validate, implement, and administer an online testing process for entry-level police recruits; and,

WHEREAS, these services were rendered to ensure merit-based hiring, compliance with professional testing standards, and the selection of qualified candidates for law enforcement service, and these services directly supported the evaluation and processing of police recruit candidates; and,

WHEREAS, Morris & McDaniel, Inc. submitted Invoice No. 26.932 to the Jackson Police Department, dated February 23, 2026, in the total amount of Eleven Thousand Thirty-Six Dollars (\$11,036.00) for services rendered, including online entry-level testing administration for the years 2020 through January 2026; and,

WHEREAS, although the previous year's billing was not sent to an address where the JPD could receive the invoices and payment was not made, Morris and McDaniel, Inc. had a contract with the City approved by the governing authorities on May 24, 2022, for a one-year performance period through May 23, 2023, and,

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finance, and may adopt orders, resolutions, or ordinances with respect to the same; and,

WHEREAS, on November 8, 2019, the Mississippi Attorney General issued an opinion to Donald Brock Jr., which confirmed that municipalities may not pay invoices once the statute of limitations, three years, has run, even if timely submitted; and,

WHEREAS, Miss. Code Ann. § 15-1-29 states that actions on open accounts or account stated not acknowledged in writing, signed by the debtor, and on any unwritten contract, express or implied, shall be commenced within three (3) years next after the cause of such action accrued and not after; and,

WHEREAS, pursuant to Miss. Code Ann. § 15-1-31, the period of limitation commences to run against the several items of an open account from the dates at which the same respectively became due and payable; and,

Agenda Item No. 20
May 5, 2026
(Brackney, Horhn)

WHEREAS, the period of limitations has run concerning the invoiced items submitted by Morris and McDaniel, Inc. for anything prior to May 19, 2023, *and therefore, payment is not recommended for items prior to May 19, 2023*; and,

WHEREAS, the Department represents that it confirmed that Morris and McDaniel, Inc. provided services in 2023 for 42 tests at \$27.00 per test, totaling \$1,134.00, which are not time-barred (the timeframe of May 19, 2023, to March 13, 2024), and recommends payment for the same; and,

WHEREAS, the Department represents that it confirmed that Morris and McDaniel, Inc. provided the services in 2024 for 10 tests at \$27.00 per test, totaling \$270.00, which are not time-barred (the timeframe of May 19, 2023, to March 13, 2024), and recommends payment for the same; and,

WHEREAS, the remaining items in 2020, 2021, 2022, and in 2023 through May 18, 2023, are time-barred; and,

WHEREAS, the Department's current contract with Morris and McDaniel, Inc. began on March 14, 2024, and ends on March 13, 2027. The Department represents that it confirmed that Morris and McDaniel provided the remaining services in 2024 for the remaining 37 tests at \$27.00 per test, totaling \$999.00 (the timeframe of March 14, 2024, through December 31, 2024), but the City's fiscal year closed on September 30, 2025, and recommends payment for the same; and,

WHEREAS, the Department's current contract with Morris and McDaniel, Inc. began on March 14, 2024, and ends on March 13, 2027. The Department represents that it confirmed that Morris and McDaniel provided the remaining services in 2025 for 17 tests at \$27.00 per test, totaling \$459.00 (the timeframe of January 01, 2025, through September 30, 2025), but the City's fiscal year closed on September 30, 2025, and recommends payment for the same; and,

WHEREAS, the remaining items (33 tests in 2025, beginning October 01, 2025, and 3 tests in 2026) are within the current fiscal year, and so can be paid using the City's standard payment procedure under the March 14, 2024 contract; and,

WHEREAS, it is in the best interest of the City of Jackson to ratify and approve payment for these professional services to ensure continuity in recruitment operations and maintain compliance with validated testing standards.

IT IS HEREBY ORDERED that the governing authorities ratify a total sum of \$2,862.00 (\$1,134.00 for 2023 partial payment; and \$1,269.00 for 2024; and \$459.00 for 2025 partial payment) and the City is authorized to make payment to Morris and McDaniel, Inc. to satisfy the services submitted on Invoice #26.932 for items outside the contract window and within the allowable statutes of limitations and for items outside the current fiscal year as outlined in this Order.

BE IT FURTHER ORDERED, that this Order shall be effective immediately upon adoption.

Item _____

Agenda Date _____
By: Brackney, 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 RATIFYING PAYMENT FOR PROFESSIONAL SERVICES RELATED TO ENTRY-LEVEL POLICE RECRUIT TESTING FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure, *Special Assistant*

Chelsea Chicosky, *Deputy City Attorney*

Jan. 4/28/20

Chelsea Chicosky 3/25/20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: March 18, 2026

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING PAYMENT FOR PROFESSIONAL SERVICES RELATED TO ENTRY-LEVEL POLICE RECRUIT TESTING FOR 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 	Public Safety / Crime Prevention Supports professional hiring standards and ensures the selection of qualified law enforcement personnel.																																													
3.	Who will be affected	City of Jackson Police Department																																													
4.	Benefits	Ensures validated and standardized testing, supports merit-based hiring, enhances workforce quality, and maintains compliance with professional hiring standards.																																													
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 	CITYWIDE:																																													
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	\$11,036.00																																													
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"/> 	001.442.40.6419																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <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	___
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Chief of Police
Tyree D. Jones

JACKSON POLICE DEPARTMENT
Leadership • Integrity • Accountability

Assistant Chief of Police
Wendell Watts

MEMORANDUM

To: John Horhn, Mayor

(Handwritten initials and date) 3/18/26

From: Tyree D. Jones, Chief of Police

Date: Wednesday, March 18, 2026

Re: Ratification of Payment Morris & McDaniel, Inc. Invoice

I respectfully request that the attached Order ratifying payment to Morris & McDaniel, Inc., in the amount of \$11,036.00, be placed on the next available City Council agenda.

Morris & McDaniel, Inc. provided professional services related to the development, validation, and administration of standardized online testing for entry-level police recruits. These services directly support the Jackson Police Department's hiring process by ensuring merit-based candidate evaluation and compliance with professional testing standards.

Timely ratification is necessary to maintain continuity in recruitment operations, ensure vendor accountability, and support ongoing efforts to strengthen staffing levels within the department.

Your consideration in placing this item on the upcoming agenda is appreciated.

TDJ/mxo

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
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10/20/2021			
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10/21/2021			

TO ENSURE PROPER POSTING OF YOUR
 PAYMENT PLEASE REMIT YOUR PAYMENT TO:
 MORRIS & MCDANIEL, INC.
 C/O BURKE & HERBERT BANK
 P. O. BOX 70407
 PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
ONLINE ENTRY-LEVEL TESTING - YEAR 2022	97	25.00	2,425.00
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
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5/19/2022			
6/2/2022			

TO ENSURE PROPER POSTING OF YOUR
 PAYMENT PLEASE REMIT YOUR PAYMENT TO:
 MORRIS & MCDANIEL, INC.
 C/O BURKE & HERBERT BANK
 P. O. BOX 70407
 PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
10/19/2022			
10/19/2022			
10/19/2022			
10/19/2022			
10/19/2022			
10/19/2022			

TO ENSURE PROPER POSTING OF YOUR
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 MORRIS & MCDANIEL, INC.
 C/O BURKE & HERBERT BANK
 P. O. BOX 70407
 PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

	Description	Hours/Qty	Rate	Amount
4	16/22/2023			
5	6/22/2023			
6	6/22/2023			
7	6/22/2023			
8	6/22/2023			
9	7/20/2023			
10	7/20/2023			
11	7/20/2023			
12	7/20/2023			
13	7/20/2023			
14	7/20/2023			
15	7/20/2023			
16	7/20/2023			
17	7/20/2023			
18	7/20/2023			
19	7/20/2023			
20	7/20/2023			
21	7/20/2023			
22	9/7/2023			
23	9/7/2023			
24	9/7/2023			
25	9/7/2023			
26	9/7/2023			
27	10/19/2023			
28	10/19/2023			
29	10/19/2023			
30	10/19/2023			
31	10/19/2023			
32	10/19/2023			
33	10/19/2023			
34	11/1/2023			

TO ENSURE PROPER POSTING OF YOUR
 PAYMENT PLEASE REMIT YOUR PAYMENT TO:
 MORRIS & MCDANIEL, INC.
 C/O BURKE & HERBERT BANK
 P. O. BOX 70407
 PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

	Description	Hours/Qty	Rate	Amount
35	11/21/2023			
36	11/21/2023			
37	11/21/2023			
38	11/21/2023			
39	11/21/2023			
40	11/21/2023			
41	11/21/2023			
42	11/21/2023			

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 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
1 ONLINE ENTRY-LEVEL TESTING - YEAR 2024			
2 1/3/2024	47	27.00	1,269.00
3 :1/3/2024			
4 :1/3/2024			
5 1/3/2024			
6 :1/3/2024			
7 el1/3/2024			
8 1/3/2024			
9 1/3/2024			
10 :1/3/2024			
11 :8/19/2024			
12 :8/19/2024			
13 :8/19/2024			
14 :8/19/2024			
15 :8/19/2024			
16 :8/19/2024			
17 :8/19/2024			
18 :8/19/2024			
19 :8/19/2024			
20 :8/19/2024			
21 :8/19/2024			
22 :8/19/2024			
23 :8/19/2024			
24 :8/19/2024			
25 :8/19/2024			
26 :8/19/2024			
27 :8/19/2024			
28 :8/28/2024			
29 :8/28/2024			
30 :11/14/2024			

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TOTAL

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MORRIS & MCDANIEL INC
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INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

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 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

	Description	Hours/Qty	Rate	Amount
20	11/14/2024			
21	11/14/2024			
22	11/14/2024			
23	11/14/2024			
24	11/14/2024			
25	11/14/2024			
26	11/14/2024			
27	11/14/2024			
28	11/14/2024			
29	12/9/2024			
30	12/9/2024			
31	12/9/2024			
32	12/9/2024			
33	12/9/2024			
34	12/9/2024			
35	12/9/2024			
36	12/9/2024			
37	12/9/2024			

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TOTAL

CREDITS

BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
1 ONLINE ENTRY-LEVEL TESTING - YEAR 2025	50	27.00	1,350.00
2 1/29/2025			
3 :1/29/2025			
4 1/29/2025			
5 1/29/2025			
6 :1/29/2025			
7 :2/5/2025			
8 :2/5/2025			
9 2/5/2025			
10 s2/5/2025			
11 u/5/2025			
12 y2/5/2025			
13 2/5/2025			
14 12/5/2025			
15 :2/5/2025			
16 :1/13/2025			
17 2/14/2025			
18 :11/12/2025			
19 12/9/2025			
20 :12/9/2025			
21 :2/9/2025			
22 12/9/2025			
23 12/9/2025			
24 :12/9/2025			
25 :12/9/2025			
26 12/9/2025			
27 :12/9/2025			
28 12/10/2025			
29 :12/10/2025			

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 MORRIS & MCDANIEL, INC.
 C/O BURKE & HERBERT BANK
 P. O. BOX 70407
 PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
 STE 540
 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

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 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
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12/30/2025			
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12/30/2025			
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12/30/2025			
12/30/2025			
12/30/2025			

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TOTAL

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BALANCE

MORRIS & MCDANIEL INC
 950 N WASHINGTON ST
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 ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
 DATE 2/23/2026
 DUE DATE 3/23/2026

BILL TO
 JACKSON POLICE DEPT
 1000 METROCENTER
 STE 102
 JACKSON MS 39209

PO #

703-836-3600
 accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
ONLINE ENTRY-LEVEL TESTING - JANUARY 2026 1/27/2026 1/27/2026 1/27/2026	3	27.00	81.00

TO ENSURE PROPER POSTING OF YOUR
 PAYMENT PLEASE REMIT YOUR PAYMENT TO:
 MORRIS & MCDANIEL, INC.
 C/O BURKE & HERBERT BANK
 P. O. BOX 70407
 PHILADELPHIA, PA 19176-0407

TOTAL	\$11,036.00
CREDITS	\$0.00
BALANCE	\$11,036.00

**CONTRACT FOR CONSULTANT SERVICES
BETWEEN CITY JACKSON, MISSISSIPPI
AND MORRIS & MCDANIEL, INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the day of March 14, 2024, by and between the City of Jackson, a municipal corporation of the State of Mississippi, (the "City") and MORRIS AND MCDANIEL, INC., a Mississippi Corporation ("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and implement testing and psychological evaluation process for entry level candidates seeking admission into the Jackson Police Department training program within the City of Jackson Police Department, which processes and services will be comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services and psychological evaluation services necessary to assist the City in developing, validating, administering, and implementing such a program for selection of entry level candidates; and

WHEREAS, the parties desire to enter into this Contract in order to more particularly define their responsibilities and duties.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 Project Description. The City hereby retains the Consultant to develop, validate, implement, and administer a testing process and psychological evaluation procedure for applicants seeking admission into the City of Jackson Police Department training program for entry level officers as described in more detail later in this contract.

1.02 Compliance With Contract. The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 Compliance With Laws and Professional Standards. The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing; (e) any other applicable laws, rules, regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and non-legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above, the personnel assigned by the Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of psychological testing requirements

1.04. Scope of Services. The Consultant will provide entry level testing of applicants using proctored internet on-line testing according to Consultant's established protocols and will also provide individual psychological screening of candidates designated by the Police Department.

ARTICLE I TERMS OF AGREEMENT GENERALLY

2.01 Compensation. In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum \$27.00 for each candidate who takes the on-line entry level tests and \$276.00 for each candidate who then undergoes the psychological evaluation, which price includes the administration of the MMPI as a part of the assessment protocol. In addition, should the City request an on-site visit to the testing premises for purposes of setting up and maintaining the on-line testing system, the City agrees to pay the Consultant the sum of \$250.00 for each such visit.

2.02 Payment. Consultant will invoice monthly with payment due within thirty (30) days of invoice date.

2.03 Non-discrimination. The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.04 Term Of Contract: The term of this Contract shall begin upon the execution date referenced above and will terminate upon the expiration of three (3) years unless earlier termination occurs pursuant to Section 5.01 and 5.02. ALL parties must be in agreement to extend the term beyond the initial three (3) year term for such additional term as they may mutually agree upon.

ARTICLE INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 Hold Harmless: With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the city.

3.02 Insurance Requirements

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) Workers Compensation Insurance: The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise.

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

(iii) Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

(iv) Errors and Omissions: Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars (\$ 1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate

**ARTICLE IV
INTEREST OF PARTIES**

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Involuntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days after his appointment any such event or any involuntary assignment shall constitute a breach of this agreement by Consultant and, at the option of City and without notice or entry or other action of City, shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

**ARTICLE V
TERMINATION AND DEFAULT**

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default or breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security

(a) If the default cannot be cured by payment or deposit of money or security as provided

in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(b) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Jackson or State of Mississippi and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(c) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 Termination for Convenience. Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notices designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination any amounts owed but unpaid for testing and psychological evaluations completed prior to the designated termination date. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 Performance. In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts
- (b) Preparation and timely submission of the required reports to City
- (c) Meet minimum activity Levels

5.04 City's Rights to Perform the Consultant's Obligations. After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount and interest shall accrue from the date of such notice.

5.05 Change of Ownership of Consultant. This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

5.06 Waiver. No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure, or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No option, right, power, remedy or

privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy.

5.07 **Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule which shall be agreed to by the parties and incorporated into the terms of this agreement.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** The party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Heading.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Integration.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed or terminated orally. No waiver of the provisions of this agreement shall be valid unless in writing, signed by the party against whom such waiver is sought to be enforced.

6.08 **Severability.** In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract this agreement may be terminated by the other party so deprived immediately upon written notice to the other party.

6.09 **Notices.** Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt or certified mail as evidence of the mailing date.

CITY:
City of Jackson
P. O. Box 17
Jackson, MS 39205-0017
Attn: Chokwe Antar Lumumba, Mayor

CONSULTANT:
Morris & McDaniel, Inc.
Management Consultants
741 N. Congress Street
Jackson, MS 39202
Attn: Dr. David M. Morris

6.10 **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Mississippi. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Mississippi, located in Hinds County, and in no other.

6.11 **Project Delays.** Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.) If such delays occur and require additional work to be performed by the Consultant the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.

6.12 **Duplication of Test Materials.** The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price.

In witness whereof the parties have executed this agreement on the date above written.

City of Jackson


Chokwe Antar Lumumba
Mayor, City of Jackson

Morris & McDaniel, Inc.


David M. Morris
President

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Police Department has vacancies for the position of Police Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Police Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Police Department and the Department of Personnel Management to retain Morris and McDaniels, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations; and

WHEREAS, Morris and McDaniels, Inc., for entry level applicants seeking admission to the Jackson Police Department Training Academy; and

WHEREAS, Morris and McDaniels, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniels, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with McDaniels, Inc., and is a psychometrist and member of the National Association of psychometrists and has experience in writing test items and conducting analysis on ability and knowledge based achievement tests; and

WHEREAS, Morris and McDaniels, Inc., have agreed to provide the online entry level examination at a cost of \$25.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant; and

WHEREAS, Morris and McDaniels, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested; and

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Morris and McDaniels, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against nay worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for worker's compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000.00 for general aggregate project and products liability and \$1,000,0000.00 for personal and advertising injury; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris and McDaniel, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience; and

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or

curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$25.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

Council Member Banks moved adoption; Council Member Tillman seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps, and Tillman.

Nays- None.

Absent- Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on March 31, 2020. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

RECEIVED
CITY CLERK
MAY 22 PM 12:05

**CONTRACT FOR CONSULTANT SERVICES
BETWEEN CITY JACKSON, MISSISSIPPI
AND MORRIS AND MCDANIEL, INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the ____ day of _____ 2020, by and between the City of Jackson, a municipal corporation of the State of Mississippi, (the "City") and Morris and McDaniel, Inc., a Mississippi Corporation ("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and implement testing and psychological evaluation process for entry level candidates seeking admission into the Jackson Police Department training program within the City of Jackson Police Department, which processes and services will be comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services and psychological evaluation services necessary to assist the City in developing, validating, administering, and implementing such a program for selection of entry level candidates; and

WHEREAS, the parties desire to enter into this Contract in order to more particularly define their responsibilities and duties.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description.** The City hereby retains the Consultant to develop, validate, implement, and administer a testing process and psychological evaluation procedure for applicants seeking admission into the City of Jackson Police Department training program for entry level officers as described in more detail later in this contract.

1.02 **Compliance With Contract.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 **Compliance With Laws And Professional Standards.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing, and (e) any other applicable laws, rules, regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and non-legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above, the personnel assigned by the Consultant to carry out this

contract shall use their best professional judgment and use the standard that most accurately reflects the current state of psychological testing requirements.

1.04 **Scope of Services.** The Consultant will provide entry level testing of applicants using proctored internet on-line testing according to Consultant's established protocols and will also provide individual psychological screening of candidates designated by the police Department.

ARTICLE I TERMS OF AGREEMENT GENERALLY

2.01 **Amount Of Funding.** In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum \$25.00 for each candidate who takes the on-line entry level test and \$230.00 for each candidate who undergoes the psychological evaluation. In addition, should the City request an on-site visit to the testing premises for purposes of setting up and maintaining the on-line testing system, the City agrees to pay the Consultant the sum of \$250.00 for each such visit.

2.02 **Payment.** Consultant will invoice monthly with payment due within thirty (30) days of invoice date.

2.03 **Nondiscrimination.** The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.04 **Term Of Contract.** The term of this Contract shall begin upon the execution date referenced above and will terminate upon the expiration of one year. The parties may, by agreement, extend the term for such additional years as they may mutually agree upon.

ARTICLE III INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 **Hold Harmless.** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the City.

3.02 Insurance Requirements.

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) Workers Compensation Insurance: The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise.

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

(iii) Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

(iv) Errors and Omissions: Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate.

ARTICLE IV INTEREST OF PARTIES

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Involuntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant, and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days after his appointment, any such event or any involuntary assignment shall constitute a breach of this agreement by Consultant and, at the option of City and without notice or entry or other action of City, shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

ARTICLE V TERMINATION AND DEFAULT

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default of breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court

of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security.

(b) If the default cannot be cured by payment or deposit of money or security as provided in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(c) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Jackson or State of Mississippi and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(d) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 Termination for Convenience. Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notice designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination the applicable amount and reasonable overhead determined pursuant to the listed unamortized amount due as of the date of termination. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 Performance. In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts.
- (b) Preparation and timely submission of the required reports to City.
- (c) Meet minimum activity levels.

5.04 City's Right to Perform the Consultant's Obligations. After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount, and interest shall accrue from the date of such notice.

5.05 Change of Ownership of Consultant. This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

5.06 **Waiver.** No waiver by either party at any time of any of the terms, conditions, covenants or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy.

5.07 **Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** Each party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Headings.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Integration.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed or terminated

orally. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced

6.08 Severability. In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract, this agreement may be terminated by the other party so deprived immediately upon written notice to the other party

6.09 Notices. Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt for certified mail as evidence of the mailing date

CITY:
City of Jackson
P O Box 17
Jackson, MS 39205-0017
Attn: Chokwe Antar Lumumba, Mayor

CONSULTANT:
Morris and McDaniel, Inc
Management Consultants
741 N. Congress Street
Jackson, MS 39202
Attn: Dr. David M Morris

6.10 Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Mississippi. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Mississippi, located in Hinds County, and in no other

6.11 Project Delays. Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.) If such delays occur and require additional work to be performed by the Consultant, the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.


6.12 Duplication of Test Materials. The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price

In witness whereof the parties have executed this agreement on the date above written

City of Jackson

Morris and McDaniel, Inc


By


By David M Morris, President

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP AND RENDER ONLINE TESTING AND PSYCHOLOGICAL EVALUATIONS FOR JACKSON POLICE DEPARTMENT RECRUIT APPLICANTS.

WHEREAS, the Jackson Police Department has vacancies for the position of Police Recruit; and

WHEREAS, the City of Jackson Civil Service Commission has adopted rules which address the filling of entry-level vacancies in the Jackson Police Department; and

WHEREAS, rules of the City of Jackson Civil Service Commission provide that the Commission may from time to time designate other agencies or specialists to serve as examination consultants with duties being assigned by the Commission; and

WHEREAS, the City of Jackson Civil Service Commission considered and approved a request of the Jackson Police Department and the Department of Human Resources on February 11, 2021 to retain Morris and McDaniel, Inc., as a specialist to conduct testing for the entry level positions and also psychological evaluations;

WHEREAS, Morris and McDaniel, Inc., have been assigned the task of developing an online test and conducting psychological evaluations for entry level applicants seeking admission to the Jackson Police Department Training Academy;

WHEREAS, Morris and McDaniel, Inc., has an office located at 741 North Congress Street, Jackson, Mississippi; and

WHEREAS, David M. Morris, Ph.D., J.D. is a principal with Morris and McDaniel, Inc., and has been approved and licensed by the Mississippi Board of Psychology as a psychologist and is capable and qualified to perform the psychological evaluations contemplated; and

WHEREAS, Judith Thompson is associated with Morris and McDaniel Inc., and is a psychometric and member of the National Association of psychometrics and has experience in writing test items and conducting analysis on ability and knowledge-based achievement tests;

WHEREAS, Morris and McDaniel, Inc., have agreed to provide the online entry level examination at a cost of \$25.00 per applicant and psychological evaluations at the rate of \$230.00 per applicant with a not to exceed amount of \$20,000.00;

WHEREAS, Morris and McDaniel, Inc., will also provide on-site visits associated with setting up and maintaining the on-line system at a cost of \$250.00 per visit when requested;

WHEREAS, the City will be invoiced monthly and payment will become due thirty (30) days from the invoice date; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon;

WHEREAS, Morris and McDaniel, Inc., will use, develop, implement, and administer the testing in compliance with the applicable requirements of (a) Title VII of the Civil Rights Act of 1964; (b) the current version of the Equal Employment Opportunity's Commission's Uniform Guidelines on Employee Selection Procedures; (c) the current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the current version of the American Psychological Association's Standards for Education and Psychological Testing; and (e) any other applicable laws, rules, regulations, or professional standards governing its duties and responsibilities under the contract; and

WHEREAS, conflicts between legal requirements and non-legal professional requirements will be resolved by allowing the legal requirements to govern; and

WHEREAS, conflicts regarding professional standards will be resolved by using the standard that most accurately reflects the current state of psychological testing requirements as determined by Morris and McDaniel, Inc., and its personnel; and

WHEREAS, both parties agree not to discriminate against nay worker, employee, applicant, or member of the public because of race, creed, color, religion, sex, age, or national origin or otherwise commit a discriminatory employment practice; and

WHEREAS, Morris and McDaniel, Inc., will indemnify, defend at the City's option, and hold the City, its officials, employees, agents, and representatives harmless from acts and omissions which do not directly arise out of the performance of professional services, including acts, errors, or omissions normally covered by general and automobile liability insurance; and

WHEREAS, Morris and McDaniel, Inc., obligation to indemnify and defend the City does not apply to claims arising out of the City's sole negligence; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will furnish the City with Certificates of Insurance at its own expense providing for workers compensation coverage within statutory requirements, general commercial liability including premises and operations, contractual, independent contractor, and broad form property damage coverages with minimum limits of \$2,000,000 for general aggregate project and products liability and \$1,000,000 for personal and advertising injury; and

WHEREAS, prior to commencing work, Morris and McDaniel, Inc., will also furnish the City with errors and omission coverage in an amount not to exceed less than \$1,000,000 for each wrongful act, and shall maintain the coverage for three (3) years from the date of termination of the agreement; and

WHEREAS, the City may withhold payment to the Contractor if the insurance requirements are not met or may pay renewal premiums and withhold same from monies due Morris and McDaniel, Inc., at its option; and

WHEREAS, Morris and McDaniel, Inc., relationship to the City is as an independent contractor and shall not be considered a joint venture, partner or agent of the City and shall have no authority to bind or obligate the City; and

WHEREAS, the officers, employees, agents, and subcontractors of Morris McDaniel, Inc., not be considered to be officers, employees, or agents of the City; and

WHEREAS, Morris and McDaniel, Inc., will be prohibited from assigning its obligations under the contract without the prior written consent of the City and an assignment without the consent of the City may result in termination of the agreement; and

WHEREAS, the agreement is not subject to involuntary assignment, sale, or transfer by operation of law; and

WHEREAS, proceedings in bankruptcy, insolvency of Morris and McDaniel, Inc., or receivership which is not discharged within fifteen (15) days shall constitute a breach of the agreement and may terminate the agreement and the rights of Morris and McDaniel's at the City's option; and

WHEREAS, the agreement may be terminated for cause upon the expiration of fourteen (14) days if the default can be cured by payment or posting of money, bond, or other security for money due; and

WHEREAS, the agreement may be terminated for cause after the expiration of a twenty-one (21) day cure period if the default can't be cured by the payment or deposit of money or security; and

WHEREAS, if the default is of a nature that may not be cured within twenty-one (21) days, then the defaulting party shall have a reasonable time to cure which shall not be greater than times required by statutes, laws, ordinances, rules, and regulations or Order of the City of Jackson or the State of Mississippi and shall be based on a written schedule of performance and supporting documentation indicating the shortest period in which to cure the default; and

WHEREAS, if the default can't be cured, the non-defaulting party may terminate on ten (10) days prior written notice; and

WHEREAS, the agreement may be terminated for the convenience of any party and without cause at any time by the giving of one (1) month prior written notice designating the termination date with the stipulation that payments for testing and psychological evaluations completed prior to the designated termination date will be paid; and

WHEREAS, if the City terminates for cause and it is determined by a competent authority that the termination for cause was not proper, then the termination shall be deemed to be a termination of convenience;

WHEREAS, the City will also have the right to perform the obligations of Morris and McDaniel's after the expiration of applicable periods of time for making payment, performing, or curing defaults, and Morris and McDaniel, Inc., shall pay the cost on the first day of the month following the date costs were paid and incurred by the City; and

WHEREAS, a schedule for the work to be performed will be agreed upon by the parties subsequent to execution of the contract and shall be incorporated into the provisions of the agreement; and

WHEREAS, no provision in the agreement shall be waived unless in writing signed by the party.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Morris and McDaniel, Inc., for the purposes stated in this order and consistent with the City of Jackson Civil Service Commission's designation.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to facilitate the terms of this Agreement.

IT IS FURTHER ORDERED that the sum of \$25.00 per applicant may be paid for the entry level online testing and the sum of \$230.00 per applicant for psychological evaluations may be paid with a not to exceed amount of \$20,000.00.

IT IS FURTHER ORDERED that the sum of \$250.00 per visit may be paid for on-site visits made for setting up testing.

Council Member Stokes moved adoption; President Lindsay seconded.

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on May 24, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

**CONTRACT FOR CONSULTANT
SERVICES BETWEEN CITY JACKSON,
MISSISSIPPI AND MORRIS & MCDANIEL,
INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the
Day of _____ 2022, by and between the City of Jackson, a municipal corporation of the
State of Mississippi, (the "City") and MORRIS AND MCDANIEL, INC., a Mississippi Corporation
("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and a implement testing and psychological evaluation process for entry level candidates seeking admission into the Jackson Police Department training program within the City of Jackson Police Department, which processes and services will be comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services and psychological evaluation services necessary to assist the City in developing, validating, administering, and implementing such a program for selection of entry level candidates; and

WHEREAS, the parties desire to enter into this Contract in order to more particularly define their responsibilities and duties.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description.** The City hereby retains the Consultant to develop, validate, implement, and administer a testing process and psychological evaluation procedure for applicants seeking admission into the City of Jackson Police Department training program for entry level officers as described in more detail later in this contract.

1.02 **Compliance with Contract.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 **Compliance with Laws and Professional Standards.** The methodologies, testing, assessments, services and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection on Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing (e) any other applicable laws, rules, Regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and no legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above. The personnel assigned by the

1.04 Scope of Services. The Consultant will provide entry level testing of applicants using proctored internet on-line testing according to Consultant's established protocols and will also provide individual psychological screening of candidates designated by the Police Department.

ARTICLE I TERMS OF AGREEMENT GENERALLY

2.01 Compensation. In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum \$27.00 for each candidate who takes the on-line entry level tests and \$276.00 for each candidate who then undergoes the psychological evaluation, which price includes the administration of the MMPI as a part of the assessment protocol. In addition, should the City request an on-site visit to the testing premises for purposes of setting up and maintaining the on-line testing system, the City agrees to pay the Consultant the sum of \$250.00 for each such visit.

2.02 Payment. Consultant will invoice monthly with payment due within thirty (30) days of invoice date.

2.03 Nondiscrimination. The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.04 Term Of Contract: The term of this Contract shall begin upon the execution date referenced above and will terminate upon the expiration of three (3) years unless earlier termination occurs pursuant to Section 5.01 and 5.02. ALL parties must be in agreement to extend the term beyond the initial three (3) year term for such additional term as they may mutually agree upon.

ARTICLE INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 Hold Harmless: With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the city.

3.02 Insurance Requirements.

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) Workers Compensation Insurance: The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise.

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

(iii) Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

(iv) Errors and Omissions: Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars (\$ 1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met. or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate

**ARTICLE IV
INTEREST OF PARTIES**

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Involuntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days after his appointment any such event or any involuntary assignment shall constitute a breach of this agreement by Consultant and, at the option of City and without notice or entry or other action of City, shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

**ARTICLE V
TERMINATION AND DEFAULT**

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default of breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security

(a) If the default cannot be cured by payment or deposit of money or security as provided

in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(b) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Jackson or State of Mississippi and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(c) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 Termination for Convenience. Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notices designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination any amounts owed but unpaid for testing and psychological evaluations completed prior to the designated termination date. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 Performance. In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts
- (b) Preparation and timely submission of the required reports to City
- (c) Meet minimum activity Levels

5.04 City's Rights to Perform the Consultant's Obligations. After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount and interest shall accrue from the date of such notice.

5.05 Change of Ownership of Consultant. This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

5.06 Waiver. No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure, or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No option, right, power, remedy or

privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy

5.07 **Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule which shall be agreed to by the parties and incorporated into the terms of this agreement.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** The party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Heading.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Interpretation.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed or terminated orally. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

6.08 **Severability.** In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract this agreement may be terminated by the other party so deprived immediately upon written notice to the other party.

6.09 **Notice.** Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt/or certified mail as evidence of the mailing date.

CITY:
City of Jackson
P. O. Box 17
Jackson, MS 39205-0017
Attn: Chokwe Antar Lumumba, Mayor

CONSULTANT:
Morris & McDaniel, Inc.
Management Consultants
741 N. Congress Street
Jackson, MS 39202
Attn: Dr. David M. Morris

6.10 **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Mississippi. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Mississippi, located in Hinds County, and in no other.

6.11 **Protect Delays.** Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.) If such delays occur and require additional work to be performed by the Consultant the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.

6.12 **Duplication of Test Materials.** The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price.

In witness whereof the parties have executed this agreement on the date above written.

City of Jackson


Chokwe Antar Lumumba
Mayor, City of Jackson

Morris & McDaniel, Inc.


David M. Morris
President

S.M.
4/9/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH FIREFIGHTER LEVEL I/II NFPA 1010 COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)

WHEREAS, the City of Jackson Fire Department will begin a recruit training class on April 6, 2026; and

WHEREAS, the City of Jackson Fire Department provides some training to recruits, and other training is conducted by the Mississippi State Fire Academy; and

WHEREAS, the Mississippi State Fire Minimum Standards Board was authorized to promulgate regulations establishing minimum educational and training standards, and a process for certifying fire personnel in the State of Mississippi; and

WHEREAS, the regulations further require that the Firefighter Level I/II, NFPA 1010, be administered at the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the anticipated date for the commencement of the field delivery program is April 6, 2026, through June 1, 2026; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program, with provisions as follows:

- (1) The location of the field delivery program will be the Jackson Fire Department Training Facility, and
- (2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Firefighter Level I/II, NFPA 1010 course and a complete package to manage delivery of the course; and
- (3) Books will not be included in the materials furnished to the City of Jackson Fire Department, and the City of Jackson is responsible for purchasing any required books from the textbook publisher; and
- (4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and
- (5) The Mississippi State Fire Academy will approve and administer all written and skill examinations
- (6) Certifications will be issued upon the successful completion of the course; and

Agenda Item No. 21
May 5, 2026
(Thomas, Horhn)

(7) The Jackson Fire Department will have a total of twelve (12) students participating. The total cost of the course is Four Thousand Dollars (\$4,000), and

WHEREAS, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU with the Mississippi State Fire Academy, which is attached and made a part of the minutes.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course anticipated to commence on April 6, 2026

IT IS FURTHER ORDERED that payment of Four Thousand Dollars (\$4,000) be made to the Mississippi State Fire Academy from account 001.441.20-6419.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS																																																												
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH FIREFIGHTER LEVEL I/II NFPA 1010 COURSE TO THE JACKSON FIRE DEPARTMENT (ALL WARDS)																																																												
2.	Purpose	Mississippi State Fire Academy Firefighter Level I/II NFPA 1010 Course																																																												
3.	Who will be affected	Jackson Fire Department																																																												
4.	Benefits																																																													
5.	Schedule (beginning date)	Upon approval by Council																																																												
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																																												
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Fire Department																																																												
8.	COST	\$4,000																																																												
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.441.20-6419																																																												
10	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 25%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 15%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></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				
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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

S.M.
4/9/2026

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH FIREFIGHTER LEVEL I/II NFPA 1010 COURSE TO THE JACKSON FIRE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant S.M.

4/14/26
Date



MEMORANDUM

TO: John Horhn, Mayor
FROM: RaSean Thomas, Fire Chief
DATE: April 7, 2026
RE: Mississippi State Fire Academy to conduct Firefighter Level I/II NAPA Course

The Mississippi State Fire Academy will conduct a NFPA 1010 Course for new recruits. Academy staff is to provide testing to the Jackson Fire Department's recruits on April 6, 2026

If you have any questions or concerns, please let me know.

RT/at

555 South West Street | P.O. Box 17
Jackson, Mississippi 39205-0017
601-960-1392

www.jacksonms.gov



Kelly Elliott
Executive Director

MISSISSIPPI STATE FIRE ACADEMY

DIVISION OF MISSISSIPPI DEPARTMENT OF INSURANCE DEPARTMENT



Mike Chaney
Insurance Commissioner

1 Fire Academy U.S.A. | Jackson, Mississippi | 39208-9600 | 601-932-2444

Memorandum of Understanding (Rev. 9/2025)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Jackson Fire Department
Address: 555 S West St
City, State Zip: Jackson, MS 39201
Phone: 601-960-1392
Fax:
Federal ID Number: _____
Contact Person/Title: Jimmie, Epps/Training Chief
Email Address: jepps@city.jackson.ms.us

1. **DATE(S) OF SERVICE:** April 6, 2026-June 1, 2026

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Jackson Fire Department

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course **FIREFIGHTER LEVEL I/II, NFPA 1010**. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: 10 Maximum Number: 12

5. **SERVICE FEE:** Total Cost: \$4,000

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

If on Academy campus Monday through Thursday, are meals to be provided: Yes No If Yes, indicate which meals are provided: ___Breakfast served 6:30 a.m. to 7:15 a.m. ___Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: Yes ___# of Beds No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. **MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Kelly Elliott, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Barry Burnside, Instructional Svcs.

Customer: Jackson Fire Department
Authorized Personnel: Jimmie Epps
Title: Training Chief
Authorized Personnel:

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:
Chris Carrera
Telephone: 601-932-2444
Email: ccarrera@msfa.ms.gov

if a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please email to Lynn Tyler at: lyler@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444

4	THE ANNUAL DOG GONE DITION FESTIVAL Rander Phillip Adams 601 664 8468 401 E. South St., Unit 2647, Jackson, MS 39207 randywildmanbrown@gmail.com	\$4,000
5	THE FOUNDATION FOR MISSISSIPPI HISTORY Laney McDonald 601 576 6767 P.O. BOX 571, JACKSON, MS 39205 lmcdonald@mdah.ms.gov	\$4,000
6	GREATER BELHAVEN FOUNDATION Mary Alex Thigpen 601 853 8850 954 E. FORTIFICATION ST., JACKSON, MS 39202 info@greaterbelhaven.com	\$3,000
7	INTERNATIONAL MUSEUM OF MUSLIM CULTURES 201 E. PASCAGOULA STREET, JACKSON MS, 39201 ywilliams@muslimmuseum.org Yvonne Williams 601 960 0440	\$2,500
8	JACKSON MEDICAL MALL FOUNDATION JESSICA LEWIS 601 960 0440 350 W. WOODROW WILSON AVE, JACKSON, MS 39213 jlewis@jacksonmedicalmall.org	\$2,500
9	TOOT, TEACH, & ROLL FOUNDATION Andrea Jones-Davis 601 624 8779 233 W. LORENZ BLVD., JACKSON, MS 39213 foundation@tootandroll.com	\$2,500
10	WEST JACKSON COMMUNITY DEVELOPMENT CORP. Linda H. Carter 601 946 9310 1328 Highway 80 West, Jackson, MS 39204 linda.carter@sums.edu	\$2,500
11	CENTER FOR SOCIAL ENTREPRENEURSHIP Shante Crockett 769 216 2012 1433 GRAND AVE., JACKSON, MS 39203 shante.cse.ms@gmail.com	\$2,000
12	MISSISSIPPI SHAKESPEARE FESTIVAL Amile Wilson 601 201 2951 1347 FOUNTAINE DR., JACKSON, MS 39211 amile.wilson@msshakes.org	\$2,000
13	SKATE JACKSON Frank Henn 601 454 6475 1012 PARKWOOD PLACE, JACKSON, MS 39206 sk8jxn@gmail.com	\$2,000

14	TEST-TAKING SOLUTION FOUNDATION Kentrell Liddell, MD, MBA 601 741 8378 2104 Thousand Oaks Drive, Jackson MS 39232 Founder@ttsfoundation.org	\$1,500
15	DEPENDABLE SOURCE CORP CENTER FOR COMMUNITY & WORKFORCE DEVELOPMENT 414 S. STATE ST., SUITE 102, JACKSON, MS 39201 Willie Jones 601 259 6770 willie.jones@msn.com	\$1,000
16	GENESIS AND LIGHT Albert Wilson 601 362 6736 4914 N. STATE STREET, JACKSON, MS 39206 GenesisandLight@att.net	\$1,000
17	GLOBAL GATEWAYS Shameka L. Reed 601 594 1485 26 AVERY CIRCLE, JACKSON, MS 39211 Shameka@globalgateways.org	\$1,000
18	KINETIC ETCHING Kathryn G Wilson 601 946 6506 1347 FOUNTAINE DRIVE, JACKSON, MS 39211 kathryn@kineticetchings.org	\$1,000
19	MISSISSIPPI OPERA ASSOCIATION, INC d.b.a. OPERA MISSISSIPPI 201 E. PASCAGOULA ST., #105, JACKSON, MS 39201 anna@operams.org Anna Dean 601 960 2300	\$1,000
20	THE ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS 148 CEDARWOOD DR., JACKSON, MS 39212 Ernest Ward 601 201 3020 erne6wa@yahoo.com	\$1,000
21	SHOWTIME AT JACKSON Fredia Perkins 601 613 3934 3733 Azalea Dr., Jackson, MS 39206 fredniaperkins@ymail.com	\$1,000
	TOTAL	\$50,500

WHEREAS, each organization ("Agency") will be required to enter into a Memorandum of Understanding with the City that sets forth the follow terms and conditions of their grant:

1. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the

written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

2. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
3. The City shall provide funds up to Five Thousand Dollars and No Cents (\$5,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
4. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
5. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
6. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
15. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IT IS, THEREFORE, ORDERED, that the matching monies in the amount set forth above, totaling \$50,500, are awarded to the entities as listed.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with each organization receiving a grant setting forth the specific, qualifying use of the match fund award and including the terms and conditions set forth above.

ITEM 10 POINT DATA SHEET

CITY COUNCIL AGEND

DATE: 03/26/2026

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE AWARD OF MATCHING GRANTS TO ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SUPPORTING SOCIAL AND COMMUNITY SERVICES PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EACH ORGANIZATION RECEIVING AN AWARD
2.	Public Policy Initiative <input type="checkbox"/> Youth & Education <input type="checkbox"/> Crime Prevention <input type="checkbox"/> Changes in City Government <input type="checkbox"/> Neighborhood Enhancement <input type="checkbox"/> Economic Development <input type="checkbox"/> Infrastructure and Transportation <input type="checkbox"/> Quality of Life	Youth & Education Economic Development Quality of Life
3.	Who will be affected	The general public
4.	Benefits	Increased opportunities for community art and for community and social services programming
5.	Schedule (Beginning date) (Completion date)	As soon as approved
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide
7.	Action implemented by: <input type="checkbox"/> Mayor's Office <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Human and Cultural Services
8.	COST	Total grants awarded: \$50,500.00
9.	Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Enterprise <input type="checkbox"/> Grant <input type="checkbox"/> Bond Other	General Fund Acct# 001 43300 6742



MEMORANDUM

To: Hon. John Horhn, Mayor
From: Pamela D. C. Junior, Director
Human and Cultural Services

Date: March 26, 2026

Subject: Grant Recommendations

City of Jackson staff have reviewed and evaluated the Cultural Arts and Community Based proposals submitted for funding from the general fund. Based on the rating system used by staff the organizations listed below are the recommendations made for funding.

Arts and Community Grants

1	HAL'S ST PADDY'S PARADE FUND AT THE COMMUNITY FOUNDATION FOR MS 119 SOUTH PRESIDENT STREET 1ST FLOOR JACKSON MS 39201 zita@halsstpaddysparade.com Zita Webb 601 974 6044	\$5,000
2	JACKSON MUSIC AWARDS ASSOC. INC. Jesse Thompson 601 981 4035 P. O. Box 20005, Westland Station Jackson MS 39209 jthompson.jmaa@gmail.com	\$5,000
3	USA INTERNATIONAL BALLET COMPETITION Mona Nicholas 601 355 9853 P. O. Box 3696 Jackson, MS 39207 mnicholas@usaibc.com	\$5,000
4	THE ANNUAL DOG GONE DITION FESTIVAL Rander Phillip Adams 601 664 8468 401 E. South St. Unit 2647 Jackson MS 39207 randywildmanbrown@gmail.com	\$4,000
5	THE FOUNDATION FOR MISSISSIPPI HISTORY Laney McDonald 601 576 6767 P. O. BOX 571 JACKSON, MS 39205 lmcDonald@mdah.ms.gov	\$4,000

6	GREATER BELHAVEN FOUNDATION Mary Alex Thigpen 601 853 8850 954 E FORTIFICATION ST JACKSON MS 39202 info@greaterbelhaven.com	\$3,000
7	INTERNATIONAL MUSEUM OF MUSLIM CULTURES 201 EAST PASCAGOULA STREET JACKSON MS 39201 ywilliams@muslimmuseum.org Yvonne Williams 601 960 0440	\$2,500
8	JACKSON MEDICAL MALL FOUNDATION JESSICA LEWIS 601 960 0440 350 W. WOODROW WILSON AVE JACKSON MS 39213 ilewis@jacksonmedicalmall.org	\$2,500
9	TOOT, TEACH, & ROLL FOUNDATION Andrea Jones-Davis 601 624 8779 233 W LORENZ BLVD JACKSON MS 39213 foundation@tootandroll.com	\$2,500
10	WEST JACKSON COMMUNITY DEVELOPMENT CORP 1328 Highway 80 West Jackson MS 39204 linda.carter@sums.edu Linda H. Carter 601 946 9310	\$2,500
11	CENTER FOR SOCIAL ENTREPRENEURSHIP Shante Crockett 769 216 2012 1433 GRAND AVE JACKSON MS 39203 shante.cse.ms@gmail.com	\$2,000
12	MISSISSIPPI SHAKESPEARE FESTIVAL Amile Wilson 601 201 2951 1347 FOUNTAINE DRIVE JACKSON MS 39211 amile.wilson@msshakes.org	\$2,000
13	SKATE JACKSON Frank Henn 601 454 6475 1012 PARKWOOD PLACE JACKSON MS sk8jxn@gmail.com	\$2,000
14	TEST-TAKING SOLUTION FOUNDATION Kentrell Liddell, MD, MBA 601 741 8378 2104 Thousand Oaks Drive Jackson MS 39232 Founder@ttsfoundation.org	\$1,500
15	DEPENDABLE SOURCE CORP CENTER FOR COMMUNITY & WORKFORCE DEVELOPMENT 414 S. STATE STREET SUITE 102 JACKSON MS 39201 Willie Jones 601 259 6770 willie.jones@msn.com	\$1,000

16	GENSIS AND LIGHT 4914 N STATE STREET JACKSON MS 39206 GenesisandLight@att.net	Albert Wilson 601 362 6736	\$1,000
17	GLOBAL GATEWAYS 26 AVERY CIRCLE JACKSON MS 39211 Shameka@globalgateways.org	Shameka L. Reed 601 594 1485	\$1,000
18	KINETIC ETCHING 1347 FOUNTAINE DRIVE JACKSON MS 39211 kathryn@kineticethings.org	Kathryn G Wilson 601 946 6506	\$1,000
19	MISSISSIPPI OPERA ASSOCIATION, INC d.b.a. OPERA MISSISSIPPI 201 E PASCAGOULA ST #105 JACKSON MS 39201 anna@operams.org	Anna Dean 601 960 2300	\$1,000
20	THE ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS 148 CEDARWOOD DRIVE JACKSON MS 39212 erne6wa@yahoo.com	Ernest Ward 601 201 3020	\$1,000
21	SHOWTIME AT JACKSON 3733 Azalea Drive Jackson, MS 39206 fredniaperkins@ymail.com	Fredia Perkins 601 613 3934	\$1,000
	TOTAL		\$50,500

I am requesting this item be placed on the Council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1258
Facsimile: (601) 960-1258

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE AWARD OF MATCHING FUNDS TO ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SUPPORTING SOCIAL AND COMMUNITY SERVICES PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EACH ORGANIZATION RECEIVING AN AWARD is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

3/30/26
DATE

Sondra Moncure, *Special Assistant*

SM.

Terry Williamson, *Legal Counsel*

TJW

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **COMMUNITY FOUNDATION FOR MISSISSIPPI HAL'S ST PADDY'S PARADE FUND** hereinafter referred to as the "Agency," whose address is 119 South President Street, First Floor, Jackson, Mississippi 39201; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Community Foundation for Mississippi Hal's St Paddy's Parade Fund to provide a parade, street dance, children's activities, run, pet parade, and festivals within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Five Thousand Dollars and No Cents (\$5,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Community Foundation for Mississippi Hal's St Paddy's Parade fund agree as follows:

1. The Agency shall provide oversight and management for and parade to celebrate the City of Jackson, civic pride and raise money for Children's of Mississippi in downtown Jackson on March 28, 2026, at the Community Foundation for Mississippi Hal's St Paddy's Parade event.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted

by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**COMMUNITY FOUNDATION FOR
MISSISSIPPI HALS'S ST PADDY'S
PARADE FUND**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **JACKSON MUSIC AWARDS ASSOCIATION, INC.** hereinafter referred to as the “Agency,” whose address is 6418 Whitestone Road Jackson, Mississippi 39206; mailing address is P. O. Box 20005, Westland Station, Jackson Mississippi 39289-0005 and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Jackson Music Awards Association, Inc. to provide support on July 24 – July 27, 2026 for the Jackson Music Awards Weekend 2026 at the Jackson Convention Center’s Trustmark Ballroom and Duling Hall within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Five Thousand Dollars and No Cents (\$5,000.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Jackson Music Awards Association Inc. agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the Jackson Music Awards Weekend 2026 held at the Jackson Convention Center’s Trustmark Ballroom and Duling Hall. This event creates awareness and exposure for the musical talents of numerous artists from the South and Southeast. This event’s theme is Our Music, Born Here, Heard Everywhere.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**JACKSON MUSIC AWARDS
ASSOCIATION, INC.**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and **USA INTERNATIONAL BALLET** hereinafter referred to as the "Agency," whose address is P. O. Box 3696 Jackson, Mississippi 39207; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to the USA International Ballet Competition City Dance program; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Five Thousand Dollars and No Cents (\$5,000.00); and

WHEREAS, the parties intend to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the USA International Ballet agrees as follows:

1. The Agency shall provide oversight and management of all activities for the provision of the USA International Ballet Competition – City Dance. The City Dance program which consists of ballet class auditions, ballet classes, city dance parent meeting, performance, city dance workshop, city dance art project, spring recital & city dance reception and art showcases through the Jackson Public Schools academic year, late September 2026 through May 2027.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted

by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

USA INTERNATIONAL BALLET

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and **DOG GONE DITION FESTIVAL** hereinafter referred to as the “Agency,” whose address is 401 E. South Street, Unit 2647, Jackson, Mississippi 39207; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Dog gone Dition Festival to provide support on August 1, 2026 for the 16th Annual Dog Gone Dition Festival in West Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Four Thousand Dollars and No Cents (\$4,000.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, Dog Gone Dition Festival agree as follows:

1. The Agency shall provide oversight and management of all activities for the provision for the August 1, 2026, the 16th Annual Dog Gone Dition Festival, a drug-free back to school, “Unity in the Community, Silence the Violence-Increase the Peace,” family event.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on

or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

DOG GONE DITION FESTIVAL

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **FOUNDATION FOR MISSISSIPPI HISTORY** hereinafter referred to as the "Agency," whose address is P. O. Box 571, Jackson, Mississippi 39205; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Foundation for Mississippi History to provide funds to assist with Mississippi Makers Fest at the Two Mississippi Museums on May 9, 2026. This is a community-driven event that brings together local artisans, food vendors, and musicians to celebrate the rich cultural heritage within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Four Thousand Dollars and No Cents (\$4,000.00); and

WHEREAS, the parties intend to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Foundation for Mississippi History ("Agency") agree as follows:

1. The Agency shall provide oversight and management for the Mississippi Makers Fest at the Two Mississippi Museums on May 9, 2026, including Musical Entertainment, Artisans and Food Trucks, Mini Makers, and Free Galleries Access.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for

reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**FOUNDATION FOR MISSISSIPPI
HISTORY**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **GREATER BELHAVEN FOUNDATION** hereinafter referred to as the “Agency,” whose address is 954 E. Fortification Street Jackson, MS 39202; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Greater Belhaven Foundation to provide the 2026 Greater Belhaven Arts Series within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Three Thousand Dollars and No Cents (\$3,000.00); and

WHEREAS, the parties intend to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Greater Belhaven Foundation agree as follows:

1. The Agency shall provide oversight and management of 2026 Greater Belhaven Arts Series.
 - a. Shakespeare in the Park – (May 2026) New Stage Theatre’s Youth Acting Troupe will perform a Shakespeare play adapted for children to bring our community together through acting and support the education of young actors in our community. Youth actors need not reside in Greater Belhaven, so this event draws family members and fans from throughout the metro area to the neighborhood.

- b. Pumpkins in the Park – (October 2026) The fall 2026 event will have invited students of Wells APAC to create a gallery of pumpkins illustrating a variety of artistic techniques and styles of participants to view for inspiration, after which the participating children can design their own pumpkin. Art supplies will be free for all attendees and students will take their pumpkin home to keep.
 - c. Fairy House Hunt – (TBD 2026) Belhaven is going to be magical!! During the Great Belhaven Fairy House Hunt, residents and businesses across the neighborhood will transform their spaces with fairy houses, gnome homes and whimsical woodland scenes for neighbors and visitors to discover.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).

9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

[Space left intentionally blank. Signatures on following page.]

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

GREATER BELHAVEN FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **INTERNATIONAL MUSEUM OF MUSLIM CULTURE, INC.** hereinafter referred to as the "Agency," whose address is 201 E Pascagoula Street Jackson, MS 39201; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the International Museum of Muslim Culture, Inc. to provide Islamic Heritage Month Programming to be held within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the International Museum of Muslim Culture, Inc. agree as follows:

1. The Agency shall provide oversight and management of Islamic Heritage Month Programming for youth, seniors, and all who can appreciate Jackson's cultural diversity. The program activities are free and open to the public. The program will engage families from all over the Greater Jackson region in film screenings, classes, children's activities, and Museum tours that will take place throughout the month of April with community festival on April 25, 2026.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for

reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**INTERNATIONAL MUSEUM OF
MUSLIM CULTURE, INC**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **JACKSON MEDICAL MALL FOUNDATION** hereinafter referred to as the "Agency," whose address is 350 W. Woodrow Wilson Suite 107 Jackson, Mississippi 39213; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Jackson Medical Mall Foundation to provide the Jackson Medical Mall Foundation Youth Steam Engagement Initiative within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Jackson Medical Mall Foundation agree as follows:

1. The Agency shall provide oversight and management of the Jackson Medical Mall Foundation Youth STEAM Engagement Initiative.
 - a. Conduct at least 10 interactive workshops to engage youth in the next six months in various STEAM disciplines.
 - b. Encourage youth participants to undertake at least 1 project that integrates arts with technology and science and partner with organizations to host a back- to- school extravaganza.

- c. Host a back-to-school extravaganza to distribute school supplies and uniforms to at least 250 youths or more to provide necessary educational resources to all participants to remove barriers to learning.
 - d. Conduct at least 5 workshops and activities focused on mental health, stress management, and emotional well-being to ensure youth participants are supported holistically
 - e. Organized at least 5 workshops and activities focused on developing leadership skills, such as public speaking, teamwork, strategic foresight, and project management.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).

9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

[Space left intentionally blank. Signatures follow on next page.]

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

JACKSON MEDICAL MALL FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **TOOT TEACH & ROLL FOUNDATION** hereinafter referred to as the "Agency," whose address is 233 w Lorenz Blvd, Jackson Mississippi 39212; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Toot Teach & Roll Foundation to provide support on February - September, 2026 for the Mobile Art Gallery within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Toot Teach & Roll Foundation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the February - September, 2026 Mobile Art Gallery.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the

written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

TOOT TEACH & ROLL FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **WEST JACKSON COMMUNITY DEVELOPMENT CORPORATION** hereinafter referred to as the "Agency," whose address is 1635 Raymond Road, Jackson Mississippi 39204; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to West Jackson Community Development Corporation to provide support on April 24 - 26, 2026 for the 33rd Annual Lynch Street Cultural Arts Festival within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and West Jackson Community Development Corporation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the April 24-26, 2026 33rd Annual Lynch Street Cultural Arts Festival.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the

written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**WEST JACKSON COMMUNITY
DEVELOPMENT CORPORATION**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **CENTER FOR SOCIAL ENTREPRENEURSHIP** hereinafter referred to as the "Agency," whose address is 1433 Grand Ave Jackson, Mississippi 39203; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the governing authorities for the City of Jackson approved an order authorizing a matching grant, on a reimbursement basis, to Center for Social Entrepreneurship to provide support for Votes, Voices and Vibes fostering community and civic engagement, driving economic development and enhancing educational opportunities within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Dollars and No Cents (\$2,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Center for Social Entrepreneurship agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the Votes, Voices and Vibes fostering community and civic engagement, driving economic development and enhancing educational opportunities within the City of Jackson; and
2. Votes, Voices and Vibes fostering community and civic engagement, driving economic development, enhancing educational opportunities and advancing housing

improvements to create a more sustainable and thriving neighborhood. The Agency shall ensure that at least 350 persons will benefit from this project.

3. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
4. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
5. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
7. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
8. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.

12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
13. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the

_____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

CENTER FOR SOCIAL ENTREPRENEURSHIP

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **MISSISSIPPI SHAKESPEARE FESTIVAL** hereinafter referred to as the “Agency,” whose address is 1347 Fontaine Drive Jackson, Mississippi 39211; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Mississippi Shakespeare Festival to provide the Shakespeare in the Park along with Educational Workshops within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Dollars and No Cents (2,000.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Mississippi Shakespeare Festival agree as follows:

1. The Agency shall provide oversight and management of 2026 Shakespeare in the Park and Educational Workshops
 - a. January 2026 – March 2026: Rehearsals for Shakespeare in the Park begin. Booking sponsored educational workshops for spring.
 - b. April 2026- June 2026: Shakespeare in the Park Performances; two Educational workshops held in conjunction.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

MISSISSIPPI SHAKESPEARE FESTIVAL

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **SKATE JACKSON** hereinafter referred to as the "Agency," whose address is 1012 Parkwood Place Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Skate Jackson to provide funds to assist with SkateCraft trades workshop series. The planning and preparations begin October 1, 2025 – September 2026 within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of Two Thousand Dollars and No Cents (\$2,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Skate Jackson ("Agency") agree as follows:

1. The Agency shall provide oversight and management for Skate Jackson's SkateCraft trades workshop series. The workshop series will teach local youth valuable carpentry and masonry skills through hands-on construction of skate ramps, boxes, rails and other obstacles.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted

by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

SKATE JACKSON

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **TEST-TAKING SOLUTION FOUNDATION** hereinafter referred to as the “Agency,” whose address is 2104 Thousand Oak Drive, Jackson, Mississippi 39212; and

WHEREAS, Section 39-15-1 of the Mississippi Code Annotated (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Test-Taking Solution Foundation to provide support on July 23, 2026 for the Back-to-School rally for academic Success for youth in grades K-12. In the heart of Brookhollow Subdivision community within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Test-Taking Solution Foundation agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the July 23, 2026 Back-to-School Rally from 3:00 pm until 7:00pm.
2. The Agency shall provide the City with written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for

reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026, will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated

3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
4. This MOU shall commence upon execution and end on September 30, 2026.
5. The City shall provide funds up to One Thousand Five Hundred Dollars and No Cents (\$1,500.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
6. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City, or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.

13. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
14. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
15. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
16. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
17. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

TEST-TAKING SOLUTION FOUNDATION

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **DEPENDABLE SOURCE CORP CENTER FOR COMMUNITY & WORKFORCE DEVELOPMENT** hereinafter referred to as the "Agency," whose address is 414 S. State Street Suite 102, Jackson, MS 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Dependable Source Corp Center for Community & Workforce Development to provide funds to assist with a "Career Launchpad" – which is an intensive 8 –month pre-apprenticeship program designed to equip Jackson's youth and young adults (ages 16-24) with the foundation al professional skills necessary for success in high-demand industries. The Career Launchpad will begin February, 2026 through August, 2026; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Dependable Source Corp Center for Community & Workforce Development agree as follows:

1. The Agency shall provide oversight and management for Dependable Source Corp Center for Community & Workforce Development "Career Launchpad" which is an intensive 8 – month pre-apprenticeship program designed to equip Jackson's youth and young adults (ages 16-24) with the foundation of professional skills necessary for

success in high-demand industries. The pre-apprenticeship program for Jackson's will begin February, 2026 through September, 2026.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.

11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**DEPENDABLE SOURCE CORP CENTER
FOR COMMUNITY & WORKFORCE
DEVELOPMENT**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **GENESIS AND LIGHT CENTER** hereinafter referred to as the “Agency,” whose address is 4914 N. State Street, Jackson, MS 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Genesis and Light Center to provide funds to assist with a mural workshop for at-risk youth and offer engaging arts activities for our elderly and disable communities. The workshop will begin March, 2026 through June 2026; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Genesis and Light Center agree as follows:

1. The Agency shall provide oversight and management for Genesis and Light Center public art project, which will feature mural workshops for at-risk youth and offer engaging arts activities for our elderly and disable communities. The mural will honor the community we serve and their role in Mississippi History. The workshop of the mural will begin March, 2026 through June 1, 2026.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for

reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

GENESIS AND LIGHT CENTER

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "**City**", and the **GLOBAL GATEWAYS** hereinafter referred to as the "**Agency**," whose address is 26 Avery Circle Jackson, Mississippi 39211; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Global Gateways to provide funds to assist with Global Fest 2026. The event will be held June 26, 2026 at New Jerusalem Church South Campus at 1285 Raymond Road within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Global Gateways ("Agency") agree as follows:

1. The Agency shall provide oversight and management for Global Gateways Global Fest 2026. The Global Fest will feature global food vendors, artisan markets, live performances, and interactive cultural exhibits. The educational component includes hands-on workshop on international cooking, traditional crafts, and cultural storytelling.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted

by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

GLOBAL GATEWAYS

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **KINETIC ETCHINGS** hereinafter referred to as the “Agency,” whose address is 1347 Fontaine Drive Jackson, MS 39211; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Kinetic Etchings to provide support on November 1, 2025 – October 31, 2026, for a series of professional dance performance in educational and culture institutions within the city of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Kinetic Etchings agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for November 1, 2025 – October 31, 2026. Kinetic Etchings Dance project will provide services of professional dance performance to be conducted in educational and cultural institutions within the City of Jackson culminating with a Celebratory Music and Arts Concert “The Garden.”
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for

reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

KINETIC ETCHINGS

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **MISSISSIPPI OPERA ASSOCIATION, INC. d.b.a. OPERA MISSISSIPPI** hereinafter referred to as the "Agency," whose address is 201 E. Pascagoula Street #105, Jackson, Mississippi 39201; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to Mississippi Opera Association, Inc. d.b.a. Opera Mississippi to provide funds to assist with a thirty-minute adaptation of The Dog Who Sang at the Opera by Jim West, paired with classic songs from Sesame Street. The production will begin January 1, 2026 through June 1, 2026 throughout the State of Mississippi; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Mississippi Opera Association, Inc. d.b.a. Opera Mississippi ("Agency") agree as follows:

1. The Agency shall provide oversight and management for the Mississippi Opera Association d.b.a. Opera Mississippi – The Dog Who Sang at the Opera by Jim West, paired with classic songs from Sesame Street. Events will begin January 1, 2026 through June 1, 2026.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**MISSISSIPPI OPERA ASSOCIATION,
INC. d.b.a. OPERA MISSISSIPPI**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as “City”, and the **ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS** hereinafter referred to as the “Agency,” whose address is 148 Cedarwood Drive, Jackson, MS 39212; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the City desires to award a matching grant, on a reimbursement basis, to the Association of South Jackson Neighborhoods to provide the fourth Annual South Jackson Festival and 5K Run/Walk to promote unity in the community. The event will be held April 18, 2026 along McDowell Road off Hwy 18W within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties’ intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the Association of south Jackson Neighborhoods agree as follows:

1. The Agency shall provide oversight and management for the Fourth Annual South Jackson festival and 5K Run/Walk for the City of Jackson on April 18, 2026.
2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the

written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.

3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.
12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.

13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

**ASSOCIATION OF SOUTH JACKSON
NEIGHBORHOODS**

BY: _____
Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, this Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **CITY OF JACKSON, MISSISSIPPI**, hereinafter referred to as "City", and the **SHOWTIME AT JACKSON** hereinafter referred to as the "Agency," with its principal place of business at 3733 Azalea Drive Jackson, Mississippi 39206; and

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services programs; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2025-2026 fiscal year for the promotion and development of the arts; and

WHEREAS, the governing authorities for the City of Jackson approved an Order authorizing the award of a matching grant, on a reimbursement basis, to Showtime at Jackson to provide support on May 1, 2026 – August 31, 2026 for the activities of the Celebratory Music and Arts Concert Event within the City of Jackson; and

WHEREAS, the Jackson City Council awarded the payment of matching funds in the amount of One Thousand Dollars and No Cents (\$1,000.00); and

WHEREAS, it is the parties' intent to commit to writing those terms and provisions which shall govern their relationship and the use of the monies appropriated.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Showtime at Jackson agree as follows:

1. The Agency shall provide oversight and management for all activities for the provision for the August 2026 (date to be announce) Celebratory Music and Art Concert Event which will impact the lives of 350 to 500 youths by engaging them in exclusive information sessions on music and arts education and industry related topics, then culminating with a Celebratory Music and Arts Concert.

2. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code.
4. The City shall provide funds up to the amount awarded to each Agency, not to exceed (\$5,000.00), on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
6. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
7. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
8. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
9. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
10. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
11. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from performance of this MOU.

12. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
13. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
14. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IN WITNESS WHEREOF, this Contract is executed by the parties hereto on this, the _____ day of _____, 2026.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John Horhn, Mayor

ATTEST:

Angela Harris, Municipal Clerk

SHOWTIME AT JACKSON

BY: _____
Director

**ORDER RATIFYING AND AUTHORIZING PAYMENT TO
CDW GOVERNMENT IN THE AMOUNT OF \$49,556.96 FOR
THE IT DEPARTMENT'S UNITRENDS SOLUTION**

OFFICE OF THE CITY ATTORNEY
[Handwritten signature]

WHEREAS, the City of Jackson, Department of Information Technology (IT), requests that the governing authorities ratify IT's receipt of two outstanding invoices from CDW Government, located at 75 Remittance Drive, Suite 1515, Chicago, Illinois 60675-1515, and authorize payment for those invoices; and,

WHEREAS, the Unitrends Recovery series 9080S 2u Backup appliances with subscriptions are currently used for backup and recovery of the City's virtual and physical servers and workstations, and for recovering files when needed; and,

WHEREAS, CDW Government provided one (1) Unitrends Recovery Series 9080S appliance with subscription at a cost of \$24,778.48 (Invoice No. AE76N4I, dated June 30, 2025) and one (1) Unitrends Recovery Series 9080S appliance with subscription at a cost of \$24,778.48 (Invoice No. AA5PR4U, dated September 10, 2024), for a total of \$49,556.96; and,

WHEREAS, the purchase occurred prior to the City's Personal and Professional Procurement Policy taking effect in August 2024; therefore; two quotes were not necessary; and,

WHEREAS, the Department of Information Technology confirmed that the hardware was received and installed; and,

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finance, and may adopt orders, resolutions, or ordinances with respect to the same; and,

WHEREAS, to ensure the City's continued services, the Department of IT recommends ratifying the invoices and authorizing payment in the total amount of \$49,556.96.

IT IS HEREBY ORDERED that a sum of \$49,556.96 be paid to CDW Government to satisfy Invoice #AA5PR4U in the amount of \$24,778.48 and Invoice #AE76N4I in the amount of \$24,778.48.

Agenda Item No. 23
May 5, 2026
(Slater, Horhn)