

Mandatory Addendum to all Ocean Springs School District Agreements or Contracts

This Addendum between the Ocean Springs School District ("OSSD") and ("Vendor"/ "Contractor") is an integral part of the agreement or contract.

Vendor/Contractor acknowledges that OSSD is a state subdivision and is subject to the laws of the State of Mississippi governing actions of state agencies. Vendor/Contractor further acknowledges that OSSD does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the agreement/contract and agree that should any provision of the agreement/contract conflict with this Addendum, the terms of the Addendum control.

1. OSSD agreements or contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.
 - a. *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).*
2. OSSD does not waive its sovereign immunity. OSSD shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
 - a. *Miss. Code Ann. § 11-46-1, et seq.*
3. OSSD does not waive its Constitutional Eleventh (11th) Amendment immunity.
 - a. *U.S. Const. Amend. XI.*
4. Any reference to OSSD waiving its right to a trial by jury are deleted.
 - a. *Miss. AG Op., Chamberlin (October 18, 2002).*
5. OSSD does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
 - a. *Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).*
6. Any reference to payment of attorney's fees by OSSD are deleted.
 - a. *Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).*
7. OSSD does not agree to pay extra compensation, fees, or allowances after service rendered or agreement or contract made, or for any payment not authorized by law.
 - a. *Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).*
8. Any references to OSSD limiting OSSD's damages to the agreement or contract price or any other set amount are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
9. Any references to OSSD indemnifying or holding harmless the Vendor or Contractor or any other party are deleted.

- a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
10. Any provisions limiting the time for OSSD to pursue legal action are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
11. Any reference to OSSD waiving any cause of action it may have against Vendor or Contractor or any other party as a result of Vendor or Contractor's breach of the contract or agreement, or Vendor or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Vendor or Contractor's employees or agents are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
12. Any reference to OSSD limiting damages, remedies or waiving any claim are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
13. Any provisions giving the Vendor or Contractor exclusive control over litigation are deleted. OSSD does not agree that Vendor or Contractor may represent, prosecute or defend legal actions in the name of OSSD.
14. Any references to OSSD submitting to binding arbitration are deleted.
 - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)*
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Vendor or Contractor's liability to OSSD or allow Vendor or Contractor to waive any applicable warranties (express or implied) are deleted.
 - a. *Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).*
16. Any references to OSSD limiting or waiving any common law warranty are deleted.
 - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
17. OSSD does not make any warranty.
 - a. *Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
18. OSSD will deliver payments to Vendor or Contractor. Any provision that requires OSSD pay Vendor or Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
19. OSSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.
20. Vendor or Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing OSSD for hiring an employee who works for the Vendor or Contractor is deleted.

21. The continuance of any OSSD contract/agreement is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract or agreement will be canceled as of the end of the funding period with no further obligation on the part of OSSD. This contract/agreement is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
22. Any provision requiring OSSD to name the vendor or contractor as an additional insured is deleted.
23. Neither party may assign its rights or delegate its duties under the contract or agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
24. Vendor/Contractor recognizes that OSSD, as a political subdivision of the State of Mississippi, enters into this agreement/contract only to the extent authorized by Mississippi law.
25. Vendor/Contractor acknowledges that the individual executing the agreement or contract on behalf of OSSD is doing so only in his/her official capacity only, and to the extent that any provision contained in the agreement/contract exceeds his/her authority, Vendor/Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

By: _____

Dakota Auringer
(Original Signature of Principal or General Agent)

NAME/TITLE: _____

Dakota Auringer, owner

COMPANY: _____

Dakota Auringer, LLC

DATE: Beginning date of agreement/contract July 1, 2025 Through June 30, 2026.

OCEAN SPRINGS SCHOOL DISTRICT

By: _____

(Original Signature of Authorized Representative)

TITLE: _____

DATE: _____