



**MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
August 1, 2023  
6:00 PM  
AGENDA**

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance**
- 4. Approval of Minutes: July 18, 2023**
- 5. Resolution for Liens**
- 6. ARPA Subrecipient Agreement with HLCISD**
- 7. Resolution for Change Order at Snowden Grove Baseball Complex**
- 8. Resolution for SPD and SFD Surplus**
- 9. City Agreement with Tyler Technologies and Chase**
- 10. City Agreements with DFA**
- 11. Resolution to Clean Private Property**
- 12. Planning Agenda: Item #1 Application by Anish Patel for design review approval of an office building to be located on lot 2 of Airways Garden Commercial Subdivision  
Item #2 Application by Silo Square Holdings for design review approval of an office building to be located on lot 39 of Silo Square Commercial Subdivision**
- 13. Mayor's Report**
- 14. Personnel Docket**
- 15. City Attorney's Legal Update**
- 16. Utilities Billing Leak Adjustment Docket**
- 17. Claims Docket**
- 18. Executive Session: Pending and Potential Claims Litigation against City Police and Infrastructure and Discussion in accordance with Miss. Code 25-1-47(4)(b); Economic Development (Potential Industry/Business locating to City); Interdepartmental Personnel with No Action**

**Items may be added to or omitted from this agenda as needed.**

# Minutes, City of Southaven, Southaven, Mississippi



MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
SOUTHAVEN, MISSISSIPPI  
CITY HALL  
July 18, 2023  
6:00 PM  
AGENDA

1. Call To Order
2. Invocation
3. Pledge Of Allegiance
4. Approval of Minutes: July 5, 2023
5. Resolution Approving Subaward Agreements Through the Mississippi Department of Environmental Quality
  - a. Starlanding Water System Improvements Phase 1
  - b. Starlanding Water System Improvements Phase 2
  - c. Autumn Woods Drainage Project
  - d. Carriage Hills Drainage Project
  - e. Tchulahoma Pump Station
  - f. Whitworth Water Treatment Plant Upgrades and Generator
6. SPD Agreement with Axon
7. Term Bid Renewals
  - a. Public Works and Utility Construction
  - b. Overlay Installation
  - c. Material Supply
8. Resolution for Sanitation Assessments
9. Resolution to Clean Private Property
10. Planning Agenda
11. Mayor's Report
12. Personnel Docket
13. City Attorney's Legal Update
14. Utilities Billing Leak Adjustment Docket
15. Claims Docket
16. Executive Session: Discussion of Litigation and Prospective Litigation in Accordance with Miss. Code 25-41-7(4)(b); Economic Development (Possible Business Locating to City); Interdepartmental Personnel with No Action

Items may be added to or omitted from this agenda as needed.

**Minutes, City of Southaven, Southaven, Mississippi**

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# Minutes, City of Southaven, Southaven, Mississippi

## MINUTES OF THE REGULAR MEETING OF July 18, 2023 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Southaven, Mississippi met in a Regular Meeting on the 18<sup>th</sup> day of July, 2023 at six o'clock (6:00) p.m. at City Hall.

Present were:

George Payne	Alderman At Large
Kristian Kelly	Alderman, Ward 1
Charlie Hoots	Alderman, Ward 2
William Jerome	Alderman, Ward 3
Joel Gallagher	Alderman, Ward 4
John David Wheeler	Alderman, Ward 5
Raymond Flores	Alderman, Ward 6

Also present were Mayor Musselwhite, Andrea Mullen, City Clerk, and Nick Manley, City Attorney. Approximately twenty 20 other people were present. Mayor Musselwhite called the meeting to order. Alderman Gallagher led in prayer followed by the Pledge of Allegiance led by Alderman Payne.

Next, a motion was made by Alderman Hoots to approve the minutes of the Regular Meeting of July 5, 2023 with any corrections, deletions, or additions necessary. Motion was seconded by Alderman Payne. Motion was put to a vote and passed unanimously.

### **RESOLUTION APPROVING SUBAWARD AGREEMENTS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

Nick Manley, City Attorney, presented this item to the Board.

- a. **Starlanding Water System Improvements Phase 1**
- b. **Starlanding Water System Improvements Phase 2**
- c. **Autumn Woods Drainage Project**
- d. **Carriage Hills Drainage Project**
- e. **Tchulahoma Pump Station**
- f. **Whitworth Water Treatment Plant Upgrades and Generator**

Mr. Manley stated that this resolution will authorize the Mayor Musselwhite to sign the sub award agreements for the above projects. The agreements are the standard MDEQ agreements and the funding is provided by ARPA. After hearing from Mr. Manley, the Board of Alderman considered the following resolution:

### **RESOLUTION AUTHORIZING THE CITY OF SOUTHAVEN MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN**

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## CONNECTION WITH PROCURING THE FUNDS ASSOCIATED WITH THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

**WHEREAS**, the City of Southaven (“City”) previously made application for grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program (“Grant”) from the Mississippi Department of Environmental Quality; and

**WHEREAS**, the City was granted funds for the Starlanding Water System Improvements Phase 1 and II; Autumn Woods Drainage Project; Carriage Hills Drainage Project; Tchulahoma Pump Station; and Whitworth Water Treatment Plant Upgrades and Generator; and

**WHEREAS**, the City Mayor was previously designated as the City representative; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SOUTHAVEN:**

SECTION 1: That the Mayor, being the chief executive officer of the City, or his designees(s) are authorized with full authority to execute all documents and/or contracts pertaining to the Grant funds for the aforementioned projects.

SECTION 2: That Mayor or his designee(s) are hereby authorized to take any and all additional actions to effectuate the intent of this Resolution.

After a full discussion of this matter, ALDERMAN Flores moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Kelly. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 18<sup>th</sup> day of July, 2023.

A copy of the sub award agreements are attached and fully incorporated into these minutes.

### **SPD AGREEMENT WITH AXON**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that at the last Board Meeting, the Board approved the Resolution for Sole Source and Contract with Axon for Body Cameras contingent upon the contract being revised to reflect Mississippi law. Mr. Manley entered the revised contract into the minutes. No action was taken.

A copy of the contract is attached and fully incorporated into these minutes.

### **TERM BID RENEWALS**

Nick Manley, City Attorney, presented this item to the Board.

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**a. Public Works and Utility Construction**

**b. Overlay Installation**

**c. Material Supply**

Mr. Manley stated that the term bids for the above contracts are with Tri Firma (Public Works) and Lehman Roberts (Overlay and Material Supply) for additional one year terms. The Tri Firma contract includes a CPI increase for the additional year. The CPI reflected on the amendment is the increase since the commencement of the contract (November of 2020) and not for the upcoming year. Alderman Payne made the motion to approve the term bid renewals with Lehman Roberts and Tri Firma. Motion was seconded by Alderman Hoots.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 18<sup>th</sup> day of July, 2023.

A copy of the contract renewals are attached and fully incorporated into these minutes.

**RESOLUTION FOR SANITATION ASSESSMENTS**

Nick Manley, City Attorney, presented this item to the Board.

Mr. Manley stated that this resolution will allow for either a car tag assessment or lien on properties which have not paid the sanitation fee to the City. The Board of Alderman considered the following resolution:

**RESOLUTION FOR ASSESSING UNPAID SANITATION FEES**

**WHEREAS**, the City of Southaven ("City") operates and maintains a garbage and rubbish collection system; and

**WHEREAS**, the City previously implemented a \$12.00 per month sanitation fee to defray the cost for the operating and maintaining of the garbage and rubbish collection system; and

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**WHEREAS**, despite correspondence requesting that the City residents pay the sanitation fee and providing the residents the opportunity to address the City Board at previous City meetings, the residents listed at the properties on Exhibit A have failed to pay the sanitation fee; and

**WHEREAS**, the individuals were provided an opportunity for a hearing at the City Board Meetings regarding the delinquent assessments and chose not to attend the hearing; and

**WHEREAS**, the City desires to collect the sanitation fees from the individuals and in the amount as set forth in Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, as follows, to-wit:

1. Pursuant to Mississippi Code Section 21-19-2, the City Public Works Director and his staff are authorized to notify the Desoto County Tax Collector of the unpaid fees for those residents as set forth in Exhibit A. Upon receipt of the residents and addresses as set forth in Exhibit A from the City, the Desoto County Tax Collector shall not issue or renew a motor vehicle road and bridge privilege license for the motor vehicle owned by those individuals, unless such fees or charges, in addition to any other taxes or fees assessed against the motor vehicle, are paid.

2. In lieu of filing the assessments with the Desoto County Tax Collector, the City, pursuant to Mississippi Code 21-19-2, may file a lien on the property offered the sanitation service.

3. The Mayor, City Public Works Director and any of their designees are authorized to take any and all action to effectuate the intent of this Resolution.

After a full discussion of this matter, ALDERMAN Payne moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Hoots. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 20<sup>th</sup> day of June, 2023.

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## EXHIBIT A

A list of addresses with unpaid sanitation fees is attached to these minutes.

### **RESOLUTION TO CLEAN PRIVATE PROPERTY**

Mayor Musselwhite introduced the cleaning of property and asked if there were any comments from the Board and there were none. Mayor Musselwhite then asked for any comments from the public and there were none. The Board then considered the following resolution to clean private property:

### **RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY**

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit:

CONDEMNATION ADDRESS

6550 FOX HORN PLACE

883 WHITWORTH ST.

2211 CEDARWOOD COVE

**PARCEL # 1084200000000100**

**PARCEL # 1084200000000200**

**PARCEL # 2072090000000800**

To the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, **July 18, 2023**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, **July 18, 2023**, to voice objection or to offer a defense.



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**NOW, THEREFORE,** BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at:

CONDEMNATION ADDRESS

6550 FOX HORN PLACE

883 WHITWORTH ST.

2211 CEDARWOOD COVE

**PARCEL # 1084200000000100**

**PARCEL # 1084200000000200**

**PARCEL # 2072090000000800**

is deemed in the existing condition to be a menace to the public health and safety of the community.

**BE IT FURTHER RESOLVED** that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Payne and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **18th day of July 2023**.

## **PLANNING AGENDA**

No Planning Agenda

## **MAYOR'S REPORT**

### Agreement With Desoto County Schools / SRO Officers

Mayor Musselwhite stated that this agreement states that the Board of Education agrees to pay \$60,000 per officer to the Southaven Police

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Department to provide full-time police officers per school. Alderman Hoots made the motion to authorize Mayor Musselwhite to sign the contract. Motion was seconded by Alderman Gallagher. Motion was put to vote and passed unanimously.

A copy of the contract is attached and fully incorporated into these minutes.

## Perfect Game Tournament

Mayor Musselwhite stated that for the very first time, Perfect Game had their national tournament in the City of Southaven. This tournament has been held in Orlando, Florida in the past and the City of Southaven received a lot of attention through social media. Mayor Musselwhite stated for anyone interested, Scotty Baker or Wes Brown with our Parks Department can provide a link to Perfect Game.

## Second Tribute Hall Inductee

Mayor Musselwhite stated that the second Tribute Hall Inductee is John Reeves, a longtime real-estate developer and citizen of Southaven. An unveiling of his plaque will be at City Hall on August 1 @ 5:00 p.m.

## ARPA Funding – Street Resurfacing Update

Mayor Musselwhite stated that the City received ARPA money for the following projects:

- a. **Starlanding Water System Improvements Phase 1**
- b. **Starlanding Water System Improvements Phase 2**
- c. **Autumn Woods Drainage Project**
- d. **Carriage Hills Drainage Project**
- e. **Tchulahoma Pump Station**
- f. **Whitworth Water Treatment Plant Upgrades and Generator**

This allowed for state funding received to be reallocated from those projects that will allow the City to pave more streets.

The following are streets that are on the list to be resurfaced for FY 23 and FY 24:

FY 2023						
Southcrest Parkway (BMH-Desoto to Southcrest Circle (Southcrest Pkwy to Old Airways Road (South of Star	Arterial	3	Fair/Critical	Overlay & Overlay &	\$375,426	ARPA-Funded Summer
Bailey Road	Arterial	3	Fair/Critical	Overlay & Overlay	\$138,875	
Bonner Drive	Isolated	4	Critical	Overlay	\$170,300	
Cherry Place Drive	Isolated	4	Critical/Lost	Overlay	\$204,700	
	Whitten	5	Fair/Critical	Overlay	\$159,200	
	Cherry	6	Critical	Overlay	\$190,300	

FY 2024					
Kenton Drive	Cherry Tree	6	Fair/Critical	Overlay & Edge Mil	\$247,600
Colony Cove	Cherry Tree	6	Fair	Overlay	\$87,800
Vintage Drive	Cherry Tree	6	Fair/Critical	Overlay & Edge Mil	\$45,300
Chattering Lane	Cherry Tree	6	Fair/Critical	Overlay & Edge Mil	\$116,900
Cherry Lake Cove	Cherry Tree	6	Critical	Overlay & Edge Mil	\$120,300
Market Plaza Drive	Arterial	3	Critical	Overlay & Edge Mil	\$24,800
Sleepy Hollow Drive	Arterial	3	Fair/Critical	Overlay & Edge Mil	\$148,800
Swinnea Road (Rasco to Worthington Estates)	Arterial	6	Fair/Critical	Overlay	\$764,042

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## PERSONNEL DOCKET

### Personnel

#### Docket

July 18, 2023

<b>New Hires</b>	<b>Department</b>	<b>Position Title</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Michael Simmons	Parks	Laborer I	7/19/2023	\$15.45
Noah Colvin	Parks	Laborer I	7/18/2023	\$15.45
Rebekah Shaheen	Animal Control	Shelter Office Staff	TBD	\$14.25
Derrick Mack	Public Works	Laborer I	TBD	\$15.00
Carl Scoggins Jr.	Public Works	Laborer I	TBD	\$15.00
Michael Beals	Public Works	Laborer I	TBD	\$15.00

<b>Re-Classifications</b>	<b>Current Position Title</b>	<b>New Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Caleb Wagner	Parks Seasonal	Parks Laborer I	7/17/2023	\$15.45

<b>Resignations/Terminations</b>	<b>Department</b>	<b>Current Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Andrew Clark	Police	Police Officer 4	7/10/2023	\$28.97
Ryan Cone	Parks	Laborer I	7/5/2023	\$15.45
Seth Williams	Parks	Laborer I	7/10/2023	\$15.45
Benjamin McNaughton	Parks	Laborer 2 Fire Fighter	7/21/2023	\$15.97
Jonathon Hester	Fire	2/Paramedic	8/14/2023	\$18.73
John Kyle	Fire	Fire Fighter 3	7/26/2023	\$18.08

### ***Parks Tournaments***

<b>Promotions</b>	<b>Current Position Title</b>	<b>New Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Chad Burdette	Gates	Cash Control	7/19/2023	\$12.25

<b>Resignations/Terminations</b>	<b>Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Delores Clayton	Cash Control	7/19/2023	\$12.25

Alderman Payne made the motion to approve the Personnel Docket of July 18, 2023 as presented to this Board. Motion was seconded by Alderman Jerome.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES

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Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 18<sup>th</sup> day of July, 2023.

## **CITY ATTORNEY'S LEGAL UPDATE**

Mr. Manley entered the contracts for Willy Nelson, Jelly Roll, Three Doors Down, Lindsey Sterling, and Goo Goo Dolls in the minutes as these contracts have been signed by Mayor Musselwhite consistent with the prior resolution approved by the Board.

A copy of the contracts are attached and fully incorporated into these minutes.

## **UTILITY BILL ADJUSTMENT DOCKET**

		<b>UTILITIES BILL LEAK</b>				
		<b>ADJUSTMENT DOCKET 07/18/2023</b>				
<u>The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received.</u>						
		<b>NAME</b>		<b>STREET NAME</b>	<b>ADJ</b>	<b>REASON FOR ADJUSTMENT</b>
1	RESID ENT	HILL THOMAS	27 03	OLIVIA LN	(20.7 2)	POOL ADJUSTMENT
2	RESID ENT	ALISHA KIDD	83 43	LAURETTE	(82.8 8)	POOL ADJUSTMENT
3	RESID ENT	MICHELLE ALLRED	33 29	WOODLAND	(41.4 4)	POOL ADJUSTMENT
4	RESID ENT	JOY HORTON	81 0	MAPLE CV	(41.4 4)	POOL ADJUSTMENT
5	RESID ENT	DEATON STEVE	36 35	STATELINE	(97.6 8)	POOL ADJUSTMENT
6	RESID ENT	WALSTON LARRY	10 60	PARKVIEW	(14.8 0)	POOL ADJUSTMENT
7	RESID ENT	DANIEL RAWLS	17 32	DESOTO CV	(76.9 6)	POOL ADJUSTMENT
8	RESID ENT	JACKIE FRAZIER	27 0	SOUTHWICK	(53.2 8)	POOL ADJUSTMENT
9	RESID ENT	BOBBY CANNON	50 89	MEADOW POINTE DR	(79.9 2)	POOL ADJUSTMENT
10	RESID ENT	KAREN GIST	59 35	SHEFFIELD DR	(41.4 4)	POOL ADJUSTMENT

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1	RESID	DELORIS	51		(76.9	
1	ENT	WILLIAMS	7	OLE DAN	6)	POOL ADJUSTMENT
1	RESID	ALLAN	56	GREENCLIFF	(82.8	
2	ENT	CHILDERS	0	DR	8)	POOL ADJUSTMENT
1	RESID		48		(50.3	
3	ENT	GLEN GALLIGER	99	PENNY CV	2)	POOL ADJUSTMENT
1	RESID		13		(53.2	
4	ENT	WD JACKSON	83	RANGER DR	8)	POOL ADJUSTMENT
1	RESID	JOYCE	78	BRENTWOO	(26.6	
5	ENT	KNOWLES	10	D	4)	POOL ADJUSTMENT
1	RESID	JONES	28	SOUTHWICK	(198.	
6	ENT	KIMBERLY	5	DR	32)	POOL ADJUSTMENT
1	RESID	BARBARA	80	CANTERBUR	(38.4	
7	ENT	BRASHER	24	Y DR	8)	POOL ADJUSTMENT
1	RESID		86	GREENWAY	(47.3	
8	ENT	LEPARD JANIS	08	RD	6)	POOL ADJUSTMENT
1	RESID		56	WHITE ASH	(17.7	
9	ENT	MIKE MEYERS	3	DR	6)	POOL ADJUSTMENT
2	RESID	CORRINE	12	CLAIBORNE	(35.5	
0	ENT	BENNETT	03	DR	2)	POOL ADJUSTMENT
2	RESID	JANICE AND	48	DRIFTWOOD	(35.5	
1	ENT	GLENN WHITE	2	PT	2)	POOL ADJUSTMENT
2	RESID		73		(65.1	
2	ENT	JAMES PONDER	58	HUGH LN	2)	POOL ADJUSTMENT
2	RESID	STANLEY	83	CONERLY DR	(53.2	
3	ENT	HARPER	45	E	8)	POOL ADJUSTMENT
2	RESID		35		(79.9	
4	ENT	MILTON HARRIS	75	PLUM PT	2)	POOL ADJUSTMENT
2	RESID		82		(44.4	
5	ENT	OLA PETTY	41	ASHBROOK	0)	POOL ADJUSTMENT
2	RESID	HARRINGTON	11		(14.8	
6	ENT	ALEXANDER	76	BERRETTA	0)	POOL ADJUSTMENT
2	RESID		79	SUMMERW	(50.3	
7	ENT	MARY WARD	45	OOD LN	2)	POOL ADJUSTMENT
2	RESID	THOMAS	21	CEDARCREST	(29.6	
8	ENT	BRIGGS	49	DR	0)	POOL ADJUSTMENT
2	RESID	SHERRY	31	HUNTER RD	(85.8	
9	ENT	BOETTCHER	67	N	4)	POOL ADJUSTMENT
3	RESID	DAVID	93	OAKLAWN	(38.4	
0	ENT	BRANDON	0	DR	0)	POOL ADJUSTMENT
3	RESID		79	CHESTERFIEL	(34.3	
1	ENT	JOSEPH POULIN	5	D DR	2)	POOL ADJUSTMENT
3	RESID	STEPHEN	59		(79.9	
2	ENT	WARREN	06	LANDAU	2)	POOL ADJUSTMENT
3	RESID	ZACHARY	53		(79.9	
3	ENT	JAMES	7	CYPRESS	2)	POOL ADJUSTMENT
3	RESID	CHRISTOPHER	28		(24.1	
4	ENT	BOWDEN	95	AINSWORTH	9)	POOL ADJUSTMENT

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3	RESID		76	GALLANT	(14.8	
5	ENT	PAYNE LANDRIC	60	FOX CV	0)	POOL ADJUSTMENT
3	RESID		76		(85.8	
6	ENT	CODY COLE	88	MILLBRIDGE	4)	POOL ADJUSTMENT
3	RESID	DANIEL	21	KINDLEWOO	(65.1	
7	ENT	ATCHISON	76	D DR	2)	POOL ADJUSTMENT
3	RESID	BULLARD	30	SUMMERHIL	(35.5	
8	ENT	CLARA	90	L	2)	POOL ADJUSTMENT
3	RESID	RICHARD	83		(35.5	
9	ENT	COGHILL	3	PONDEROSA	2)	POOL ADJUSTMENT
4	RESID	WILLIAM	65		(76.9	
0	ENT	JOHNSON	15	EVERGREEN	6)	POOL ADJUSTMENT
4	RESID	ALBONETTI	33		(23.6	
1	ENT	TERRY	55	PLUM POINT	8)	POOL ADJUSTMENT
4	RESID		11	RICHLAND	(129.	
2	ENT	CONNIE HOOD	97	DR	90)	KITCHEN SINK AND BATHROOM
4	RESID	TERRENCE	22	CORAL	(40.9	
3	ENT	CREEDON	39	MEADOWS	5)	LEAK AT MAIN LINE
4	RESID	MADISON	82	LAKESHORE	(141.	
4	ENT	BINNING	33	DR	81)	KITCHEN SINK AND TOILET
4	RESID	BEVERLY	76		(52.6	
5	ENT	REDDEN	57	LENOX CV	5)	TOILET LEAK
4	RESID	CORY	15	STONEHEDG	(1462	
6	ENT	EHRHARDT	90	E	.50)	LEAK ON MAIN LINE IN FRONT YARD
4	RESID	HEATHER	73	CUMBERLAN	(29.6	
7	ENT	HURTT	2	D CV	0)	POOL ADJUSTMENT
4	RESID		55	PIN OAK	(23.6	
8	ENT	SUSAN GRAVES	5	POINT	8)	POOL ADJUSTMENT
4	RESID		78		(106.	
9	ENT	MARY YATES	68	TRAFTON CV	56)	POOL ADJUSTMENT
5	RESID	JAMES	31	STATELINE	(169.	
0	ENT	SANDERS	15	RD E	65)	FITTING BROKE ON SERVICE LINE
5	RESID		34		(127.	
1	ENT	BARRETT LEWIS	20	BONNER DR	28)	POOL ADJUSTMENT
5	RESID		90	LONG	(70.2	
2	ENT	TINA BLACKWELL	2	BRANCH DR	0)	LEAK ON POLYBUTYLENE PIPE IN FRONT YARD
5	RESID	LAYTON	84	FARMINGTO	(47.3	
3	ENT	TURPIN	25	N WEST	6)	POOL ADJUSTMENT
5	RESID		21	CEDARCREST	(29.6	
4	ENT	BOBBY LESLIE	18	DR N	0)	POOL ADJUSTMENT
5	RESID		52	PIN OAK	(23.6	
5	ENT	WINDSOR JEFF	1	POINT	8)	POOL ADJUSTMENT
5	RESID	DAVID	95	MECKLENBU	(76.9	
6	ENT	STRANER	5	RG CV	6)	POOL ADJUSTMENT
5	RESID	JOHNSON	18		(50.3	
7	ENT	BOBBY	87	MISS VALLEY	2)	POOL ADJUSTMENT

# Minutes, City of Southaven, Southaven, Mississippi

58	RESIDENT	MITCHELL TARA	601	WHITE OAK	(76.96)	POOL ADJUSTMENT
59	RESIDENT	ISBELL CARRMAL	4559	APPLETON DR	(136.09)	POOL ADJUSTMENT
60	RESIDENT	MCDONALD MICHAEL	8625	CEDAR CIR W	(103.60)	POOL ADJUSTMENT
61	RESIDENT	BRENDA BRUNNER	6561	EVERGREEN	(85.84)	POOL ADJUSTMENT
				<b>TOTAL</b>	<b>(4763.45)</b>	

Alderman Payne made the motion to approve the Utility Bill Adjustment Docket of July 18, 2023 in the amount of \$4,763.45. Motion was seconded by Alderman Jerome.

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES
Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried on the 18<sup>th</sup> day of July, 2023.

## **CLAIMS DOCKET**

A motion was made by Alderman Payne to approve the Claims Docket of July 18, 2023 in the amount of \$3,148,568.19. Motion was seconded by Alderman Flores.

### **Excluding voucher numbers:**

403472,403473,403549,403550,403662,403701,403755,403790,403858,403945,404000,404012

Roll call was as follows:

ALDERMAN	VOTED
Alderman Jerome	YES
Alderman Kelly	YES
Alderman Hoots	YES

# Minutes, City of Southaven, Southaven, Mississippi

Alderman Payne	YES
Alderman Gallagher	YES
Alderman Wheeler	YES
Alderman Flores	YES

Having received a majority of affirmative votes, Mayor Musselwhite declared that the motion was carried and approved for payment on the 18<sup>th</sup> day of July, 2023.

## **EXECUTIVE SESSION**

A copy of the Executive Session Minutes are maintained in the City Clerk's Office.

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Hoots to adjourn. Motion was seconded by Alderman Wheeler. Motion was put to a vote and passed unanimously July 18, 2023 at 6:55 p.m.

\_\_\_\_\_  
Darren Musselwhite,  
Mayor

\_\_\_\_\_  
Andrea Mullen,  
City Clerk  
(Seal)

All exhibits and attachments are electronically filed in the City Clerk's Office.



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**RESOLUTION AUTHORIZING THE CITY OF SOUTHAVEN MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH PROCURING THE FUNDS ASSOCIATED WITH THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

**WHEREAS**, the City of Southaven ("City") previously made application for grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program ("Grant") from the Mississippi Department of Environmental Quality; and

**WHEREAS**, the City was granted funds for the Starlanding Water System Improvements Phase 1 and II; Autumn Woods Drainage Project; Carriage Hills Drainage Project; Tchulahoma Pump Station; and Whitworth Water Treatment Plant Upgrades and Generator; and

**WHEREAS**, the City Mayor was previously designated as the City representative; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SOUTHAVEN:**

SECTION 1: That the Mayor, being the chief executive officer of the City, or his designees(s) are authorized with full authority to execute all documents and/or contracts pertaining to the Grant funds for the aforementioned projects.

SECTION 2: That Mayor or his designee(s) are hereby authorized to take any and all additional actions to effectuate the intent of this Resolution.

After a full discussion of this matter, ALDERMAN Flores moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Kelly. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES



RESOLVED AND DONE, this 18<sup>th</sup> day of July, 2023.

  
Darren Musselwhite, MAYOR

ATTEST:

  
City Clerk

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 175-2-DW-5.15**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Star Landing Water System Improvements Phase I - Groundwater Supply Wells, A and B” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

## 6. PERIOD OF PERFORMANCE

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

## 7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$1,642,805.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$821,402.50**;
- ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$821,402.50**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$65,712.20**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Eight Hundred Twenty-One Thousand Four Hundred Two Dollars and Fifty Cents (\$821,402.50)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

#### 8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

#### 9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<b><u>REPORTING PERIOD</u></b>	<b><u>DEADLINE</u></b>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

#### 10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRR used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### **11. FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### **12. FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid



to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

#### 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information



requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule I.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to





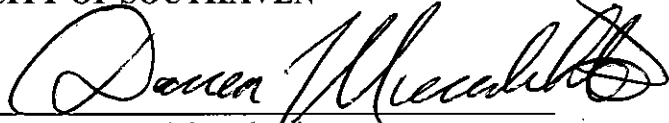
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.


**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

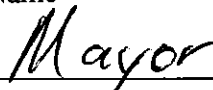
\_\_\_\_\_  
Chris Wells  
Executive Director

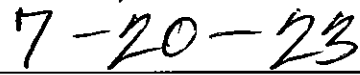
\_\_\_\_\_  
Date

**CITY OF SOUTHAVEN**

  
\_\_\_\_\_  
Mayor Darren Musselwhite  
Signature of Authorized Representative

  
\_\_\_\_\_  
Darren Musselwhite  
Printed Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

## ATTACHMENT A

### PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

#### PROJECT NAME

**Star Landing Water System Improvements Phase I - Groundwater Supply Wells, A and B**

#### SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes construction of two groundwater supply wells and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
  - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
  - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
  - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;
  - d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

**ATTACHMENT C**  
**SUBAWARD TERMS AND CONDITIONS**  
**FOR CONTRACTED PARTIES**

**1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

**3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

#### **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.



## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI  
COUNTY OF HINDS

MDEQ AGREEMENT NO. 131-2-DW-5.15

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Star Landing Water System Improvements Phase II- Water Treatment Plant” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

## 6. PERIOD OF PERFORMANCE

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

## 7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$2,798,707.48**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,399,353.74**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,399,353.74**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$111,948.30**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Three Hundred Ninety-Nine Thousand Three Hundred Fifty-Three Dollars and Seventy-Four Cents (\$1,399,353.74)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### **11. FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### **12. FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid



to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

#### 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

## 19. SUBAWARDS

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

## 20. COMPLIANCE WITH LAWS

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

## 21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

## 22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

#### 24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

#### 25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

#### 26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information



requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Darren Musselwhite 8710 Northwest Drive Southaven, MS 38671 Phone: (662) 393-7294 E-mail: dmusselwhite@southaven.org
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



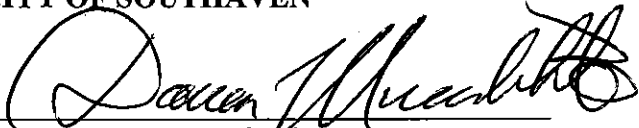
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF SOUTHAVEN**

  
\_\_\_\_\_  
Mayor Darren Musselwhite  
Signature of Authorized Representative

*Darren Musselwhite*  
\_\_\_\_\_  
Darren Musselwhite  
Printed Name

*Mayor*  
\_\_\_\_\_  
Title

*7-20-23*  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**Star Landing Water System Improvements Phase II- Water Treatment Plant**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes design and construction of a water treatment plant and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

- (1) SUBRECIPIENT agrees to the following schedule.
  - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
  - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
  - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;
  - d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

**ATTACHMENT B**

## **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## ATTACHMENT C

### SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

#### 1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### 2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### 3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

#### **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.



## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 259-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Autumn Woods Drainage Pipe Rehabilitation” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,151,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$1,001,700.00**;
- ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,001,700.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$147,600.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$86,040.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million One Thousand Seven Hundred Dollars and Zero Cents (\$1,001,700.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### **11. FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### **12. FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid



to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information



requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:  
MCWI Contract Administration  
515 East Amite Street  
P.O. Box 2249  
Jackson, MS 39201  
E-mail: [MCWIdocuments@mdeq.ms.gov](mailto:MCWIdocuments@mdeq.ms.gov)

If to SUBRECIPIENT:

Attention:  
Mayor Darren Musselwhite  
8710 Northwest Drive  
Southaven, MS 38671  
Phone: (662) 393-7294  
E-mail: [dmusselwhite@southaven.org](mailto:dmusselwhite@southaven.org)

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



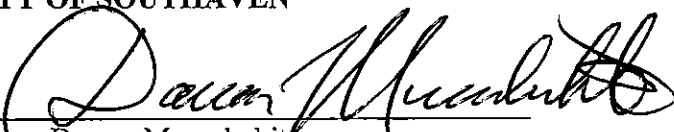
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.


**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

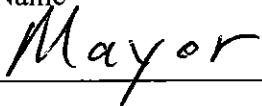
\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF SOUTHAVEN**

  
\_\_\_\_\_  
Mayor Darren Musselwhite  
Signature of Authorized Representative

  
\_\_\_\_\_  
Darren Musselwhite  
Printed Name

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

## ATTACHMENT A

### PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

#### PROJECT NAME

**AUTUMN WOODS DRAINAGE PIPE REHABILITATION**

#### SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes rehabilitation of the existing main drainage pipe and associated appurtenances running through the Autumn Woods Subdivision.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
  - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
  - b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
  - c. On or about November 1, 2023, advertise each construction contract for bids;
  - d. On or about December 16, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## ATTACHMENT C

### SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

#### 1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### 2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### 3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.



## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 257-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Carriage Hills Estates Storm Drainage Improvements” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$438,950.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$219,475.00**;
- ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$219,475.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$17,558.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Nineteen Thousand Four Hundred Seventy-Five Dollars and Zero Cents (\$219,475.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### **11. FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### **12. FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid



to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

#### 24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

#### 25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

#### 26. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information



requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide



53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



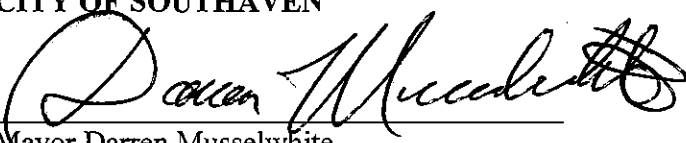
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

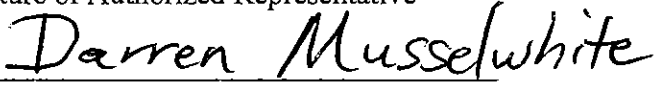
\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

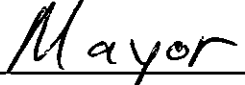
**CITY OF SOUTHAVEN**

  
\_\_\_\_\_  
Mayor Darren Musselwhite

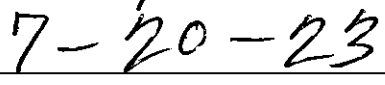
Signature of Authorized Representative

  
\_\_\_\_\_  
Darren Musselwhite

Printed Name

  
\_\_\_\_\_  
Mayor

Title

  
\_\_\_\_\_  
7-20-23

Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**CARRIAGE HILLS ESTATES STORM DRAINAGE IMPROVEMENTS**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of a parallel drainage line, inlets, an increase in some of the existing drainage lines, and associated appurtenances in the Carriage Hills Estates subdivision.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

- (1) SUBRECIPIENT agrees to the following schedule.
  - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
  - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
  - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.



## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## ATTACHMENT C

### SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

#### 1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### 2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### 3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.



The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

**9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 323-2-CW-5.5**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Tchulahoma Pump Station” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,100,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$550,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$550,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$44,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and



LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### **11. FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### **12. FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13: CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

#### 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and



agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

**29. ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

**30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

**31. DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Darren Musselwhite 8710 Northwest Drive Southaven, MS 38671 Phone: (662) 393-7294 E-mail: dmusselwhite@southaven.org
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

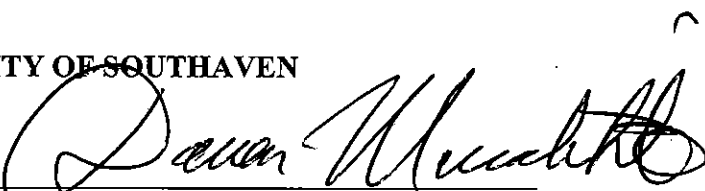
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

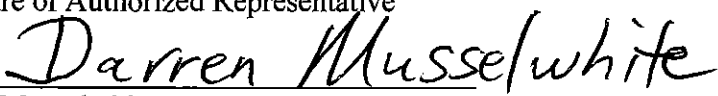
**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

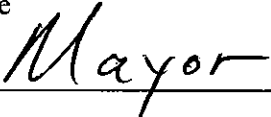
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Chris Wells  
Executive Director

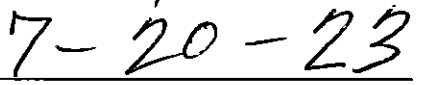
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Date

**CITY OF SOUTHAVEN**

  
\_\_\_\_\_  
Mayor Darren Musselwhite  
Signature of Authorized Representative

  
\_\_\_\_\_  
Darren Musselwhite  
Printed Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

## ATTACHMENT A

### PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

#### PROJECT NAME

**Tchulahoma Pump Station**

#### SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes removing an existing pump station and replacing it with a higher capacity pump station, increasing the force main size, and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
  - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
  - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
  - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.



## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the



records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 325-2-DW-5.15**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Southaven, UEI Number: J5KMCK21XKP7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Whitworth Water Treatment Plant Upgrades and Generator Replacements” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

## 6. PERIOD OF PERFORMANCE

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

## 7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$1,400,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$613,042.76**;
- ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$613,042.76**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$173,914.48**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$56,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Thirteen Thousand Forty-Two Dollars and Seventy-Six Cents (\$613,042.76)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized



representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### **11. FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### **12. FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

### 23. INTERVENTIONS

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:



- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide





53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

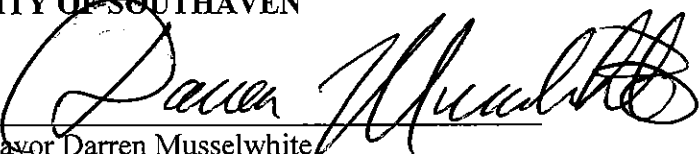
For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

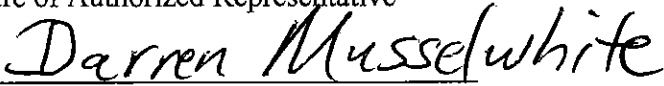
**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

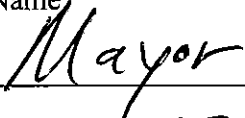
\_\_\_\_\_  
Chris Wells  
Executive Director

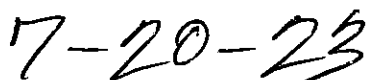
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Date

**CITY OF SOUTHAVEN**

  
\_\_\_\_\_  
Mayor Darren Musselwhite  
Signature of Authorized Representative

  
\_\_\_\_\_  
Darren Musselwhite  
Printed Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**Whitworth Water Treatment Plant Upgrades and Generator Replacements**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes electrical wiring replacement at the Whitworth Water Treatment Plant, replacement of generators at 4 existing water treatment plants, and associated appurtenances.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

- (1) SUBRECIPIENT agrees to the following schedule.
  - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
  - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
  - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.



## ATTACHMENT B

### SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all



claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### 4. **RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### 5. **ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

**6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

**7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

**8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



## Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

### 4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. **Warranty.**

#### 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term.

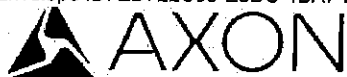
#### 7.2. **Disclaimer.** All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

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warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.3.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **To the extent permitted by law, Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. To the extent permitted by law, Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 18. General.



- 18.1. Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 18.4. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 18.6. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. Governing Law. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the international Sale of Goods does not apply to this Agreement.
- 18.11. Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature:    
 550K6B9151A4424...

Title: VP, Assoc. General counsel

Name: Bobby Driscoll

Date: 7/11/2023 | 3:03 PM MST

AGENCY:

Southaven Police Dept. -  
MS

Signature: 

Title: Chief

Name: Ramon Moore

Date: 7-17-2023



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### Axon Cloud Services Terms of Use Appendix

#### 1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
  - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
  - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7, OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7, OSP 10 Term ("**Axon Records Subscription**")
  - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
  - d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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### Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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### Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories and custom roles based on Agency need</li> <li>Register cameras to Agency domain</li> <li>Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>Work with Agency to decide the ideal location of Docks and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>

- Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories &amp; custom roles based on Agency need</li> </ul>
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## Master Services and Purchasing Agreement for Agency

<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("<b>Dock</b>") access</li> </ul>
<b>/Dock configuration</b> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
<b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
<b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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## Master Services and Purchasing Agreement for Agency

### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



## Master Services and Purchasing Agreement for Agency

### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



## Master Services and Purchasing Agreement for Agency

### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
  - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



## Master Services and Purchasing Agreement for Agency

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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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### TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



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### Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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### Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
  - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
  - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
  - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.





## Master Services and Purchasing Agreement for Agency

### Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



## Master Services and Purchasing Agreement for Agency

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### Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



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### Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



## Master Services and Purchasing Agreement for Agency

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### Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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### Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Commander;
  - 3.6. resell, rent, loan or sublicense Commander;
  - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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### Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

#### 1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. "API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. "Axon Evidence Partner API, API or AXON API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Agency's data enabled by the supported API functionality.

#### 2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### 3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

#### 4. Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

#### 5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



## Master Services and Purchasing Agreement for Agency

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
  - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
  - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 5.8. misrepresent the source or ownership; or
  - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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### Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.





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### Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
- 1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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### VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



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### Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. **Full-Time ASE Scope of Services.**
  - 2.1. A Full-Time ASE will work on-site four (4) days per week.
  - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
  - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
  - 2.4. The Full-Time ASE Service options are listed below:

<b>Ongoing System Set-up and Configuration</b> Assisting with assigning cameras and registering docks Maintaining Agency's Axon Evidence account Connecting Agency to "Early Access" programs for new devices
<b>Account Maintenance</b> Conducting on-site training on new features and devices for Agency leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status
<b>Data Analysis</b> Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Agency's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed
<b>Direct Support</b> Providing on-site, tier 1 and tier 2 technical support for Axon devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
<b>Agency Advocacy</b> Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**
  - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
  - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
  - 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
  - 3.4. The Regional ASE service options are listed below:



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### Account Maintenance

Conducting remote training on new features and devices for Agency's leadership  
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

### Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices

Creating and monitoring RMAs remotely

### Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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### Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.



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9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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### My90 Terms of Use Appendix

#### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
  - 1.3.1. **"My90 Customer Content"** which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. **"My90 Non-Content Data"** which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. **"Survey Response"** which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. **"My90 Survey"** which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
  - 1.4.2. **"Aggregated Survey Response"** which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified





## Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

Release Date: 3/20/2023



## Master Services and Purchasing Agreement for Agency

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of a My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



## Master Services and Purchasing Agreement for Agency

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21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



## Master Services and Purchasing Agreement for Agency

### Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-481803-45079.065BF

Issued: 06/01/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 108603

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-8691 Northwest Dr  8691 Northwest Dr Southaven, MS 38671-2437 USA	Southaven Police Depl. - MS  8691 Northwest Dr Southaven MS 38671-2437 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie  Phone: 2623521354  Email: bfondrie@axon.com Fax:	Robert Riggs  Phone: (662) 393-8652  Email: rriggs@southaven.org Fax: (662) 393-7138

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$1,665,946.27</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,665,946.27</b>

**Discount Summary**

Average Savings Per Year	\$80,417.01
<b>TOTAL SAVINGS</b>	<b>\$402,085.03</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Oct 2023	\$285,888.99	\$0.00	\$285,888.99
Oct 2024	\$320,411.94	\$0.00	\$320,411.94
Oct 2025	\$334,094.82	\$0.00	\$334,094.82
Oct 2026	\$350,420.10	\$0.00	\$350,420.10
Oct 2027	\$375,130.42	\$0.00	\$375,130.42
<b>Total</b>	<b>\$1,665,946.27</b>	<b>\$0.00</b>	<b>\$1,665,946.27</b>

Quote Unbundled Price: \$2,068,031.30  
 Quote List Price: \$1,918,176.26  
 Quote Subtotal: \$1,665,946.27

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$27,854.53	\$27,854.53	\$0.00	\$27,854.53
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$2.92)	(\$2.92)	\$0.00	(\$2.92)
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	12		\$35.85	\$35.85	\$3,441.60	\$0.00	\$3,441.60
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	24		\$35.85	\$35.85	\$6,883.20	\$0.00	\$6,883.20
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	36		\$35.85	\$35.85	\$10,324.80	\$0.00	\$10,324.80
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	48		\$35.85	\$35.85	\$13,766.40	\$0.00	\$13,766.40
BWCUwTAP	BWC Unlimited with TAP	134	60	\$114.16	\$98.58	\$98.58	\$792,583.20	\$0.00	\$792,583.20
BWCUwTAP	BWC Unlimited with TAP	8	48	\$118.09	\$96.61	\$96.61	\$37,098.24	\$0.00	\$37,098.24
BWCUwTAP	BWC Unlimited with TAP	8	36	\$101.22	\$94.69	\$94.69	\$27,270.72	\$0.00	\$27,270.72
BWCUwTAP	BWC Unlimited with TAP	8	24	\$111.97	\$92.82	\$92.82	\$17,821.44	\$0.00	\$17,821.44
BWCUwTAP	BWC Unlimited with TAP	8	12	\$149.23	\$91.00	\$91.00	\$8,736.00	\$0.00	\$8,736.00
Fleet3B+TAP	Fleet 3 Basic + TAP	15	60	\$202.03	\$204.74	\$204.74	\$184,266.00	\$0.00	\$184,266.00
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	25	60	\$134.00	\$128.91	\$128.91	\$193,365.00	\$0.00	\$193,365.00
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	60	\$183.34	\$183.34	\$0.00	\$0.00	\$0.00	\$0.00
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	60	\$283.34	\$283.34	\$0.00	\$0.00	\$0.00	\$0.00
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	60	\$116.67	\$116.67	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Hardware</b>									
72036	FLEET 3 STANDARD 2 CAMERA KIT	25			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	115			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	15			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	19			\$849.00	\$849.00	\$16,131.00	\$0.00	\$16,131.00
H00001	AB4 Camera Bundle	8			\$849.00	\$849.00	\$6,792.00	\$0.00	\$6,792.00
H00001	AB4 Camera Bundle	8			\$849.00	\$849.00	\$6,792.00	\$0.00	\$6,792.00
H00001	AB4 Camera Bundle	8			\$849.00	\$849.00	\$6,792.00	\$0.00	\$6,792.00
H00001	AB4 Camera Bundle	8			\$849.00	\$849.00	\$6,792.00	\$0.00	\$6,792.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
<b>A la Carte Software</b>									
73682	AUTO TAGGING LICENSE	134	60		\$9.76	\$9.76	\$78,470.40	\$0.00	\$78,470.40
73449	RESPOND DEVICE LICENSE	134	60		\$5.42	\$5.42	\$43,576.80	\$0.00	\$43,576.80

73478	REDACTION ASSISTANT USER LICENSE	134	60	\$9.76	\$9.76	\$78,470.40	\$0.00	\$78,470.40
73682	AUTO TAGGING LICENSE	8	48	\$9.56	\$9.56	\$3,671.04	\$0.00	\$3,671.04
73449	RESPOND DEVICE LICENSE	8	48	\$5.31	\$5.31	\$2,039.04	\$0.00	\$2,039.04
73478	REDACTION ASSISTANT USER LICENSE	8	48	\$9.56	\$9.56	\$3,671.04	\$0.00	\$3,671.04
73682	AUTO TAGGING LICENSE	8	36	\$9.37	\$9.37	\$2,698.56	\$0.00	\$2,698.56
73449	RESPOND DEVICE LICENSE	8	36	\$5.20	\$5.20	\$1,497.60	\$0.00	\$1,497.60
73478	REDACTION ASSISTANT USER LICENSE	8	36	\$9.37	\$9.37	\$2,698.56	\$0.00	\$2,698.56
73682	AUTO TAGGING LICENSE	8	24	\$9.18	\$9.18	\$1,762.56	\$0.00	\$1,762.56
73449	RESPOND DEVICE LICENSE	8	24	\$5.10	\$5.10	\$979.20	\$0.00	\$979.20
73478	REDACTION ASSISTANT USER LICENSE	8	24	\$9.18	\$9.18	\$1,762.56	\$0.00	\$1,762.56
73682	AUTO TAGGING LICENSE	8	12	\$9.00	\$9.00	\$864.00	\$0.00	\$864.00
73449	RESPOND DEVICE LICENSE	8	12	\$5.00	\$5.00	\$480.00	\$0.00	\$480.00
73478	REDACTION ASSISTANT USER LICENSE	8	12	\$9.00	\$9.00	\$864.00	\$0.00	\$864.00
100112	AXON AIR, E.COM PILOT DATA LIC	10	60	\$32.55	\$0.00	\$0.00	\$0.00	\$0.00
100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	60	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	15	60	\$16.87	\$16.25	\$14,625.00	\$0.00	\$14,625.00
ProLicense	Pro License Bundle	10	60	\$42.91	\$42.25	\$25,349.90	\$0.00	\$25,349.90
<b>A la Carte Services</b>								
85144	AXON STARTER	1		\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
<b>A la Carte Warranties</b>								
11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25		\$639.00	\$639.00	\$15,975.00	\$0.00	\$15,975.00
<b>Total</b>						<b>\$1,665,946.27</b>	<b>\$0.00</b>	<b>\$1,665,946.27</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA	115	09/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	1	09/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	19	09/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	3	09/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	127	09/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	21	09/01/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	127	09/01/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	21	09/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	09/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	09/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	15	09/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	09/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	15	09/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	09/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	15	09/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	15	09/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	15	09/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	09/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	09/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	8	09/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	9	09/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	9	09/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	09/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA	8	09/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - NA	1	09/01/2025
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	9	09/01/2025
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	9	09/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	09/01/2025
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2025
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	138	03/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	17	03/01/2026
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	8	06/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	06/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - NA	8	09/01/2026
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	9	09/01/2026
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	9	09/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	09/01/2026



**Hardware**

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2026
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - NA	8	09/01/2027
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	9	09/01/2027
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	9	09/01/2027
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	09/01/2027
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2027
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2027
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	8	09/01/2028
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	8	09/01/2028
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	8	09/01/2028
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	138	09/01/2028
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	8	09/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	17	09/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	09/01/2028
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	09/01/2028
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	09/01/2028
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	09/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	15	09/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	1	09/01/2028
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	25	09/01/2028

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	3	10/01/2023	09/30/2028
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	3	10/01/2023	09/30/2028
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	3	10/01/2023	09/30/2028
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	1	10/01/2023	09/30/2028
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	10/01/2023	09/30/2028
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	10/01/2023	09/30/2028
AXON AIR, CLASS M UAS BUNDLE	100582	AXON AIR, UAS LICENSE (CLASS M)	2	10/01/2023	09/30/2028
AXON AIR, CLASS M UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	2	10/01/2023	09/30/2028
AXON AIR, CLASS M UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	2	10/01/2023	09/30/2028
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	10/01/2023	09/30/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	15	10/01/2023	09/30/2028
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	134	10/01/2023	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	134	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	15	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	10/01/2023	09/30/2028
Fleet 3 Basic + TAP Renewal	80400	FLEET, VEHICLE LICENSE	25	10/01/2023	09/30/2028
Fleet 3 Basic + TAP Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	50	10/01/2023	09/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	10/01/2023	09/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	10/01/2023	09/30/2028
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	10	10/01/2023	09/30/2028
A la Carte	100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	10/01/2023	09/30/2028
A la Carte	73449	RESPOND DEVICE LICENSE	134	10/01/2023	09/30/2028

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	134	10/01/2023	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	134	10/01/2023	09/30/2028
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	10/01/2024	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	10/01/2024	09/30/2028
A la Carte	73449	RESPOND DEVICE LICENSE	8	10/01/2024	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	8	10/01/2024	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	8	10/01/2024	09/30/2028
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	10/01/2025	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	10/01/2025	09/30/2028
A la Carte	73449	RESPOND DEVICE LICENSE	8	10/01/2025	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	8	10/01/2025	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	8	10/01/2025	09/30/2028
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	10/01/2026	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	10/01/2026	09/30/2028
A la Carte	73449	RESPOND DEVICE LICENSE	8	10/01/2026	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	8	10/01/2026	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	8	10/01/2026	09/30/2028
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	10/01/2027	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	10/01/2027	09/30/2028
A la Carte	73449	RESPOND DEVICE LICENSE	8	10/01/2027	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	8	10/01/2027	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	8	10/01/2027	09/30/2028

**Services**

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	15
Fleet 3 Basic + TAP Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	25
A la Carte	85144	AXON STARTER	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	134	10/01/2023	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	4	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	15	10/01/2023	09/30/2028
A la Carte	11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25	10/01/2023	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	17	09/01/2024	09/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	15	09/01/2024	09/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	09/01/2024	09/30/2028
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	25	09/01/2024	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	8	09/01/2025	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	09/01/2025	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	8	09/01/2026	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	1	09/01/2026	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	09/01/2026	09/30/2028

**Warranties**

<b>Bundle</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	8	09/01/2027	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	09/01/2027	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	8	09/01/2028	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	09/01/2028	09/30/2028

## Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$0.00	\$0.00	\$0.00
Annual Payment 1	100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25	\$3,195.00	\$0.00	\$3,195.00
Annual Payment 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	\$0.00	\$0.00	\$0.00
Annual Payment 1	73449	RESPOND DEVICE LICENSE	134	\$6,463.71	\$0.00	\$6,463.71
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	134	\$11,639.44	\$0.00	\$11,639.44
Annual Payment 1	73682	AUTO TAGGING LICENSE	134	\$11,639.44	\$0.00	\$11,639.44
Annual Payment 1	BasicLicense	Basic License Bundle	15	\$2,169.31	\$0.00	\$2,169.31
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	134	\$117,563.15	\$0.00	\$117,563.15
Annual Payment 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$36,853.20	\$0.00	\$36,853.20
Annual Payment 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	25	\$38,673.00	\$0.00	\$38,673.00
Annual Payment 1	H00001	AB4 Camera Bundle	115	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00001	AB4 Camera Bundle	19	\$16,131.00	\$0.00	\$16,131.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	15	\$0.00	\$0.00	\$0.00
Annual Payment 1	ProLicense	Pro License Bundle	10	\$3,760.13	\$0.00	\$3,760.13
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$27,854.53	\$0.00	\$27,854.53
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2.92)	\$0.00	(\$2.92)
Invoice Upon Fulfillment	85144	AXON STARTER	1	\$9,950.00	\$0.00	\$9,950.00
<b>Total</b>				<b>\$285,888.99</b>	<b>\$0.00</b>	<b>\$285,888.99</b>

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73449	RESPOND DEVICE LICENSE	8	\$509.76	\$0.00	\$509.76
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 1	73682	AUTO TAGGING LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 1	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$860.40	\$0.00	\$860.40
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	8	\$9,274.56	\$0.00	\$9,274.56
Annual Payment 2	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$0.00	\$0.00	\$0.00
Annual Payment 2	100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25	\$3,195.00	\$0.00	\$3,195.00
Annual Payment 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	\$0.00	\$0.00	\$0.00
Annual Payment 2	73449	RESPOND DEVICE LICENSE	134	\$9,278.27	\$0.00	\$9,278.27
Annual Payment 2	73478	REDACTION ASSISTANT USER LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 2	73682	AUTO TAGGING LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 2	BasicLicense	Basic License Bundle	15	\$3,113.92	\$0.00	\$3,113.92
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	134	\$168,755.02	\$0.00	\$168,755.02
Annual Payment 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$0.00	\$0.00	\$0.00
Annual Payment 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$36,853.20	\$0.00	\$36,853.20
Annual Payment 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	25	\$38,673.00	\$0.00	\$38,673.00
Annual Payment 2	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 2	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 2	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 2	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	2	\$819.45	\$0.00	\$819.45
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 2	ProLicense	Pro License Bundle	10	\$5,397.44	\$0.00	\$5,397.44
<b>Total</b>				<b>\$320,411.94</b>	<b>\$0.00</b>	<b>\$320,411.94</b>

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73449	RESPOND DEVICE LICENSE	8	\$499.20	\$0.00	\$499.20
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	8	\$899.52	\$0.00	\$899.52
Annual Payment 1	73682	AUTO TAGGING LICENSE	8	\$899.52	\$0.00	\$899.52
Annual Payment 1	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$2,294.40	\$0.00	\$2,294.40
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	8	\$9,090.24	\$0.00	\$9,090.24
Annual Payment 2	73449	RESPOND DEVICE LICENSE	8	\$509.76	\$0.00	\$509.76
Annual Payment 2	73478	REDACTION ASSISTANT USER LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 2	73682	AUTO TAGGING LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 2	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$860.40	\$0.00	\$860.40
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	8	\$9,274.56	\$0.00	\$9,274.56
Annual Payment 3	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$0.00	\$0.00	\$0.00
Annual Payment 3	100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25	\$3,195.00	\$0.00	\$3,195.00
Annual Payment 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	\$0.00	\$0.00	\$0.00
Annual Payment 3	73449	RESPOND DEVICE LICENSE	134	\$9,278.27	\$0.00	\$9,278.27
Annual Payment 3	73478	REDACTION ASSISTANT USER LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 3	73682	AUTO TAGGING LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 3	BasicLicense	Basic License Bundle	15	\$3,113.92	\$0.00	\$3,113.92
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	134	\$168,755.02	\$0.00	\$168,755.02
Annual Payment 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$0.00	\$0.00	\$0.00
Annual Payment 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$36,853.20	\$0.00	\$36,853.20
Annual Payment 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	25	\$38,673.00	\$0.00	\$38,673.00
Annual Payment 3	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 3	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 3	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 3	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	2	\$819.45	\$0.00	\$819.45

**Oct 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 3	ProLicense	Pro License Bundle	10	\$5,397.44	\$0.00	\$5,397.44
<b>Total</b>				<b>\$334,094.82</b>	<b>\$0.00</b>	<b>\$334,094.82</b>

**Oct 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73449	RESPOND DEVICE LICENSE	8	\$489.60	\$0.00	\$489.60
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	8	\$881.28	\$0.00	\$881.28
Annual Payment 1	73682	AUTO TAGGING LICENSE	8	\$881.28	\$0.00	\$881.28
Annual Payment 1	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$5,162.40	\$0.00	\$5,162.40
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	8	\$8,910.72	\$0.00	\$8,910.72
Annual Payment 2	73449	RESPOND DEVICE LICENSE	8	\$499.20	\$0.00	\$499.20
Annual Payment 2	73478	REDACTION ASSISTANT USER LICENSE	8	\$899.52	\$0.00	\$899.52
Annual Payment 2	73682	AUTO TAGGING LICENSE	8	\$899.52	\$0.00	\$899.52
Annual Payment 2	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$2,294.40	\$0.00	\$2,294.40
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	8	\$9,090.24	\$0.00	\$9,090.24
Annual Payment 3	73449	RESPOND DEVICE LICENSE	8	\$509.76	\$0.00	\$509.76
Annual Payment 3	73478	REDACTION ASSISTANT USER LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 3	73682	AUTO TAGGING LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 3	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$860.40	\$0.00	\$860.40
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	8	\$9,274.56	\$0.00	\$9,274.56
Annual Payment 4	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$0.00	\$0.00	\$0.00
Annual Payment 4	100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25	\$3,195.00	\$0.00	\$3,195.00
Annual Payment 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	\$0.00	\$0.00	\$0.00
Annual Payment 4	73449	RESPOND DEVICE LICENSE	134	\$9,278.27	\$0.00	\$9,278.27
Annual Payment 4	73478	REDACTION ASSISTANT USER LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 4	73682	AUTO TAGGING LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 4	BasicLicense	Basic License Bundle	15	\$3,113.92	\$0.00	\$3,113.92
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	134	\$168,755.02	\$0.00	\$168,755.02
Annual Payment 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$0.00	\$0.00	\$0.00
Annual Payment 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$36,853.20	\$0.00	\$36,853.20
Annual Payment 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	25	\$38,673.00	\$0.00	\$38,673.00
Annual Payment 4	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 4	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 4	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 4	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	2	\$819.45	\$0.00	\$819.45
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73

**Oct 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	1	\$409.73	\$0.00	\$409.73
Annual Payment 4	ProLicense	Pro License Bundle	10	\$5,397.44	\$0.00	\$5,397.44
<b>Total</b>				<b>\$350,420.10</b>	<b>\$0.00</b>	<b>\$350,420.10</b>

**Oct 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73449	RESPOND DEVICE LICENSE	8	\$480.00	\$0.00	\$480.00
Annual Payment 1	73478	REDACTION ASSISTANT USER LICENSE	8	\$864.00	\$0.00	\$864.00
Annual Payment 1	73682	AUTO TAGGING LICENSE	8	\$864.00	\$0.00	\$864.00
Annual Payment 1	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$13,766.40	\$0.00	\$13,766.40
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	8	\$8,736.00	\$0.00	\$8,736.00
Annual Payment 2	73449	RESPOND DEVICE LICENSE	8	\$489.60	\$0.00	\$489.60
Annual Payment 2	73478	REDACTION ASSISTANT USER LICENSE	8	\$881.28	\$0.00	\$881.28
Annual Payment 2	73682	AUTO TAGGING LICENSE	8	\$881.28	\$0.00	\$881.28
Annual Payment 2	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$5,162.40	\$0.00	\$5,162.40
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	8	\$8,910.72	\$0.00	\$8,910.72
Annual Payment 3	73449	RESPOND DEVICE LICENSE	8	\$499.20	\$0.00	\$499.20
Annual Payment 3	73478	REDACTION ASSISTANT USER LICENSE	8	\$899.52	\$0.00	\$899.52
Annual Payment 3	73682	AUTO TAGGING LICENSE	8	\$899.52	\$0.00	\$899.52
Annual Payment 3	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$2,294.40	\$0.00	\$2,294.40
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	8	\$9,090.24	\$0.00	\$9,090.24
Annual Payment 4	73449	RESPOND DEVICE LICENSE	8	\$509.76	\$0.00	\$509.76
Annual Payment 4	73478	REDACTION ASSISTANT USER LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 4	73682	AUTO TAGGING LICENSE	8	\$917.76	\$0.00	\$917.76
Annual Payment 4	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	8	\$860.40	\$0.00	\$860.40
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	8	\$9,274.56	\$0.00	\$9,274.56
Annual Payment 5	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$0.00	\$0.00	\$0.00
Annual Payment 5	100583	AXON AIR, UAS LICENSE (TRAINING DEVICE)	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	11520	CRADLEPOINT, NETCLOUD, RENEWAL, 3YR	25	\$3,195.00	\$0.00	\$3,195.00
Annual Payment 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	\$0.00	\$0.00	\$0.00
Annual Payment 5	73449	RESPOND DEVICE LICENSE	134	\$9,278.28	\$0.00	\$9,278.28
Annual Payment 5	73478	REDACTION ASSISTANT USER LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 5	73682	AUTO TAGGING LICENSE	134	\$16,707.74	\$0.00	\$16,707.74
Annual Payment 5	BasicLicense	Basic License Bundle	15	\$3,113.93	\$0.00	\$3,113.93
Annual Payment 5	BWCUwTAP	BWC Unlimited with TAP	134	\$168,754.99	\$0.00	\$168,754.99
Annual Payment 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$0.00	\$0.00	\$0.00
Annual Payment 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$36,853.20	\$0.00	\$36,853.20
Annual Payment 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	25	\$38,673.00	\$0.00	\$38,673.00
Annual Payment 5	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 5	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 5	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 5	H00001	AB4 Camera Bundle	8	\$1,698.00	\$0.00	\$1,698.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	2	\$819.45	\$0.00	\$819.45
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	1	\$409.71	\$0.00	\$409.71

<b>Oct 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	1	\$409.71	\$0.00	\$409.71
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	1	\$409.71	\$0.00	\$409.71
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	1	\$409.71	\$0.00	\$409.71
Annual Payment 5	ProLicense	Pro License Bundle	10	\$5,397.45	\$0.00	\$5,397.45
<b>Total</b>				<b>\$375,130.42</b>	<b>\$0.00</b>	<b>\$375,130.42</b>



Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

# Exceptions to Standard Terms and Conditions

Department: Legal  
Version: 17.0  
Release Date: 3/20/2023


Agency has existing contract #00032647 (originated via Q-267245) and is terminating that contract upon the new license start date 10/01/2023 of this quote.

ervices. This discount is based on a ship date range of 9/01/2023 - start date will result in modification of this discount value which may

The parties agree that Axon is granting a refund of \$27,851.61 to refund paid, but undelivered 9/15/2023, resulting in a 10/1/2023 license date. Any change in this date and resulting license result in additional fees due to or from Axon.

§

Discounting of Axon Air licensing based on purchase of Drone hardware from Axon on quote Q-487279.



Agency Signature

7-17-2023

Date Signed

DocuSigned by:  
  
550AEBB131A2426...

Axon Signature

7/11/2023 | 3:03 PM MST

Date Signed



**CONTRACT CHANGE ORDER**

DATE:	8/1/2023	ORDER NO.	3
CONTRACT FOR:	Term Contract for Public Works and Utilities Construction Project		
OWNER:	City of Southaven		
CONTRACTOR:	Tri-Firma Excavators, LLC (Primary Contractor)		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
See Attached Exhibit A (Budget Year 2023 to 2024)		
<b>TOTALS</b>	\$ -	\$ -
<b>NET CHANGE IN CONTRACT PRICE</b>		\$ -

**JUSTIFICATION:** This change order addresses the adjustment of each contracted unit price consistent with the consumer price index (CPI) published by the U.S. Dept. of Labor (16.87%) for this year. It also increases the term of the contract for one additional year with one (1) optional year remaining.

The amount of the Contract will be (Increased) <del>(Decreased)</del> By The Sum Of:	16.91% per Unit Price
	Dollars N/A
The Contract Total Including this and previous Change Orders Will Be:	
Unit Price Contract with No Total	Dollars N/A
The Contract Period Provided for Completion Will Be (Increased) <del>(Decreased)</del> <del>(Unchanged)</del> :	365 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted	_____	(Owner)	_____	(Date)
Recommended	_____	(Owner's Architect/Engineer)	7/15/23	(Date)
Accepted	_____	(Contractor)	7/11/23	(Date)

**EXHIBIT A (Budget Year 2023 to 2024)**  
**CITY OF SOUTHAVEN, MISSISSIPPI**  
**PROJECT : Term Contract for Public Works and Utilities Construction Projects**  
**ORIGINAL CONTRACT DATE: November 3, 2020**

Tri-Firma Excavators, LLC  
(Priamry Contract)

Line No.	Description	Unit	Estimated Quantity	Unit Price	CPI Adjusted	Total
<b>PERSONNEL: (FOR WORK THAT CITY SUPPLIES MATERIAL)</b>						
1	Superintendent	HR	1,500.00	\$78.93	\$92.25	\$ 138,368.24
2	Equipment Operator / Driver	HR	4,500.00	\$62.23	\$72.73	\$ 327,276.90
3	General Field Labor	HR	9,000.00	\$25.60	\$29.92	\$ 269,268.48
<b>EQUIPMENT: (FOR WORK THAT CITY SUPPLIES MATERIAL)</b>						
4	Pickup Truck (Superintendent)	HR	1,500.00	\$14.91	\$17.43	\$ 26,137.98
5	Crew Truck (One Per Job)	HR	1,500.00	\$15.11	\$17.66	\$ 26,488.59
6	Flatbed Truck (Equipment / Mid-Size Trailer Truck)	HR	1,000.00	\$24.26	\$28.35	\$ 28,352.66
7	Tractor with Lowboy Trailer (55 Ton Min.)	HR	500	\$55.67	\$65.06	\$ 32,530.76
8	Mid-Size Trailer for Equipment and / or Materials	HR	400	\$34.39	\$40.19	\$ 16,076.64
9	Crawler Dozer, 85 to 100 hp	HR	1,200.00	\$30.39	\$35.52	\$ 42,620.15
10	Crawler Dozer, 100 to 140 hp	HR	800.00	\$50.09	\$58.54	\$ 46,832.15
11	Track Type Excavator, 40,100 lb. to 50,000 lb. Operating Wt.	HR	1,200.00	\$72.36	\$84.57	\$ 101,480.56
12	Track Type Excavator, 50,100 lb. to 60,000 lb. Operating Wt.	HR	800.00	\$74.36	\$86.90	\$ 69,523.63
13	Track Type Long Stick Excavator, 50,100 lb. to 60,000 lb. Operating Wt.	HR	400	\$105.75	\$123.59	\$ 49,436.01
14	Mini Excavator, 6,600 lb. to 8,000 lb. Operating Wt.	HR	500	\$19.26	\$22.51	\$ 11,254.58
15	Mini Excavator, 14,500 lb. to 16,500 lb. Operating Wt.	HR	800.00	\$29.68	\$34.69	\$ 27,749.61
16	Highway Dump Truck (18 CY)	HR	2,200.00	\$22.26	\$26.02	\$ 57,233.58
17	Skid Steer Loader (1,501 lb. to 2,000 lb. Operating Capacity)	HR	1,500.00	\$12.70	\$14.84	\$ 22,263.74
18	Skid Steer Loader (2,001 lb. to 2,750 lb. Operating Capacity)	HR	1,500.00	\$29.83	\$34.86	\$ 52,293.48
19	Misc. Skid Steer Loader Attachments (Other Than Std. Bucket)	HR	1,500.00	\$4.57	\$5.34	\$ 8,011.44
20	Backhoe Loader (14' to 17' dig depth)	HR	500	\$20.39	\$23.83	\$ 11,914.90
21	Ride On Street Sweeper	HR	200	\$11.13	\$13.01	\$ 2,601.53
22	Stackable Steel Trench Box	HR	200	\$6.67	\$7.80	\$ 1,559.05
23	Material Box (10 to 12 CY)	HR	250	\$6.67	\$7.80	\$ 1,948.81
24	Concrete Pumper Truck	HR	100	\$111.33	\$130.11	\$ 13,011.14
25	Sheepsfoot Roller Compactor (125 HP Min)	HR	700	\$24.12	\$28.19	\$ 19,732.33
26	Rubber Tire Roller	HR	500	\$11.26	\$13.16	\$ 6,579.78
27	Trench Wacker Plate Compactor	HR	500	\$11.57	\$13.52	\$ 6,760.93
28	Water Truck (3,000 gallon minimum)	HR	400	\$37.77	\$44.14	\$ 17,656.72
29	Small Farm 4WD Tractor (50 to 70 PTO HP)	HR	250	\$17.26	\$20.17	\$ 5,042.94
30	Misc Small Tractor Attachments (Disk, Blade, Spreader, Mower, Etc.)	HR	250	\$5.57	\$6.51	\$ 1,627.41
31	Mid-Size 4WD Farm Tractor (80 to 100 PTO HP)	HR	250	\$22.26	\$26.02	\$ 6,503.82
32	Misc. Mid-Sized Tractor Attachments (Disk, Blade, Spreader, Mower, Etc.)	HR	250	\$5.13	\$6.00	\$ 1,498.86
33	Hydraulic Tractor Attachment Auger	HR	100	\$5.57	\$6.51	\$ 650.97
34	Vacuum Truck (1,500 gallon minimum)	HR	400	\$41.52	\$48.52	\$ 19,409.77
35	Air Compressor with Air Tools (Min 175 CFM)	HR	100	\$11.13	\$13.01	\$ 1,300.76
36	Pipe Laser and Appurtenances	HR	250	\$8.90	\$10.40	\$ 2,600.36
37	Portable Diesel Light Plant & Generator (10 to 16KW)	HR	100	\$25.11	\$29.35	\$ 2,934.61
38	Hydraulic Jack Hammer Excavator Attachment	HR	100	\$22.26	\$26.02	\$ 2,601.53
39	Hydraulic Excavator Grapple Attachment	HR	100	\$11.26	\$13.16	\$ 1,315.96
40	2" Portable Water Pump and Hosing	HR	250	\$8.13	\$9.50	\$ 2,375.38
41	3" Portable Water Pump and Hosing	HR	100	\$11.13	\$13.01	\$ 1,300.76
42	Ride Along Trencher (5' wide trench minimum)	HR	100	\$16.70	\$19.52	\$ 1,951.73
43	Pipe TV Camera / Recorder (500' Reach)	HR	250	\$7.70	\$9.00	\$ 2,249.75
44	Gas Powered Hand Chain Saw (16" Min.)	HR	100	\$13.43	\$15.70	\$ 1,569.56
45	Hand Concrete/Asphalt Saw	HR	200	\$18.90	\$22.09	\$ 4,417.69
46	3 CY Concrete Bucket	HR	50	\$16.70	\$19.52	\$ 975.86
47	Portable Trench Air Bumer	HR	100	\$27.83	\$32.52	\$ 3,252.49
<b>WORK ITEMS: (INCLUDES LABOR, EQUIPMENT AND MATERIAL SUPPLIED BY CONTRACTOR)</b>						
48	Select Backfill and/or Select Fill and Delivery (LVM)	CY	200	\$16.93	\$19.79	\$ 3,957.22
49	General Backfill and/or General Fill and Delivery (LVM)	CY	400	\$9.33	\$10.90	\$ 4,361.59
50	Select Bedding and Delivery (LVM)	CY	200	\$33.39	\$39.02	\$ 7,804.58
51	57 Stone and Delivery	TON	100	\$34.11	\$39.86	\$ 3,986.44
52	610 Crushed Limestone and Delivery	TON	100	\$32.52	\$38.01	\$ 3,800.61
53	Concrete Curb and Gutter (6" x 18") Complete in Place	LF	50	\$17.20	\$20.10	\$ 1,005.08
54	Concrete Curb and Gutter (6" x 24") Complete in Place	LF	50	\$21.14	\$24.71	\$ 1,235.32
55	Concrete Curb and Gutter (6" x 18") Removal	LF	50	\$7.90	\$9.23	\$ 461.64

56	Concrete Curb and Gutter (6" x 24") Removal	LF	50	\$7.90	\$9.23	\$ 461.64
57	16' x 50' Stone Construction Entrance Installation	EA	5	\$590.64	\$690.28	\$ 3,451.40
58	16' x 50' Stone Construction Entrance Maintenance and Replenish	EA	5	\$356.65	\$416.82	\$ 2,084.08
59	Erosion Control Silt Fence Installation	LF	200	\$3.33	\$3.89	\$ 778.35
60	Erosion Control Silt Fence Removal	LF	200	\$1.12	\$1.31	\$ 261.79
61	Erosion Control 12" Wattle Installation	LF	100	\$2.78	\$3.25	\$ 324.90
62	Erosion Control 20" Wattle Installation	LF	100	\$2.78	\$3.25	\$ 324.90
63	Erosion Control Wattle Removal	LF	200	\$1.67	\$1.95	\$ 390.35
64	4" Thick Concrete Sidewalk / Driveway / Street Installation	SF	200	\$7.79	\$9.10	\$ 1,820.83
65	5" Thick Concrete Sidewalk / Driveway / Street Installation	SF	200	\$8.35	\$9.76	\$ 1,951.73
66	6" Thick Concrete Sidewalk / Driveway / Street Installation	SF	300	\$8.90	\$10.40	\$ 3,120.43
67	4" to 6" Thick Concrete Sidewalk / Driveway Removal	SF	300	\$4.45	\$5.20	\$ 1,560.21
68	Cast in Place Concrete w Reinforcement (Culverts, Headwalls, Retaining W	CY	25	\$890.64	\$1,040.89	\$ 26,022.27
69	Concrete Flat Work (Handicap Ramps, Driveway Ramps, Flumes, Etc.)	CY	25	\$667.98	\$780.67	\$ 19,516.71
70	Clearing and Grubbing (Burning Allowed)	ACRE	2	\$3,600.00	\$4,207.32	\$ 8,414.64
71	Clearing and Grubbing (Hauled Off)	ACRE	2	\$11,133.02	\$13,011.16	\$ 26,022.32
72	Hydro Seeding In Place	ACRE	1	\$3,200.00	\$3,739.84	\$ 3,739.84
73	Permanent Seeding, Fertilizing, and Mulching	ACRE	1	\$1,940.48	\$2,267.84	\$ 2,267.84
74	Temporary Seeding, Fertilizing, and Mulching	ACRE	1	\$1,940.48	\$2,267.84	\$ 2,267.84
75	Mulching	ACRE	1	\$1,447.29	\$1,691.45	\$ 1,691.45
76	Solid Sod (Bermuda) In Place	SY	500	\$3.52	\$4.11	\$ 2,056.91
77	Solid Sod (Zoysia) In Place	SY	200	\$4.72	\$5.52	\$ 1,103.25
78	Erosion Control Blanket (Ditch Liner) in Place	SY	150	\$1.90	\$2.22	\$ 333.08
79	Turf Reinforcement Mat (TRM) in Place	SY	50	\$4.15	\$4.85	\$ 242.51
80	High-Performance Turf Reinforcement (HTRM) in Place	SY	50	\$4.15	\$4.85	\$ 242.51
81	125 lb. Rip Rap In Place	TON	50	\$69.63	\$81.38	\$ 4,068.83
82	200 lb. Rip Rap In Place	TON	100	\$70.63	\$82.55	\$ 8,254.53
83	300 lb. Rip Rap In Place	TON	50	\$72.36	\$84.57	\$ 4,228.36
84	Rip Rap Grout In Place	CY	50	\$139.16	\$162.64	\$ 8,131.81
85	Rip Rap Geotextile Fabric In Place	SY	500	\$1.52	\$1.78	\$ 888.21
86	Asphalt Driveway / Street Repair	TON	100	\$142.50	\$166.54	\$ 16,653.98
87	Hydraulic Cement (Material Only)	LB	100	\$11.50	\$13.44	\$ 1,344.01
88	Masonry Mortar (Material Only)	LB	160	\$0.25	\$0.29	\$ 46.75
89	Wood Privacy Fence in Place (6' Tall)	LF	80	\$28.00	\$32.72	\$ 2,617.89
90	Wood Fence 5' Gate in Place (6' Tall)	EA	5	\$200.00	\$233.74	\$ 1,168.70
91	Wood Fence Double 5' Gate in Place (10' Opening - 6' Tall)	EA	2	\$400.00	\$467.48	\$ 934.96
92	Chain Link Fence in Place (6' Tall)	LA	100	\$10.36	\$12.11	\$ 1,210.77
93	Chain Link Fence 6' Gate in Place (6' Tall)	EA	5	\$194.00	\$226.73	\$ 1,133.64
94	Chain Link Fence double 6' Gate in Place (12' Opening - 6' Tall)	EA	2	\$388.00	\$453.46	\$ 906.91
95	Traffic Control Signs	SF/DY	600	\$0.60	\$0.70	\$ 420.73
96	Traffic Control Barrels	EA	200	\$1.10	\$1.29	\$ 257.11
97	Landfill Dump Fee	CY	500	\$8.00	\$9.35	\$ 4,674.80

**CONTRACT CHANGE ORDER**

DATE:	8/1/2023	ORDER NO.	2
CONTRACT FOR:	Term Contract for Annual Asphalt Overlay Installation		
OWNER:	City of Southaven		
CONTRACTOR:	Lehman-Roberts Company (Primary Contractor)		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Term Adjustment (1 Year)		
<b>TOTALS</b>	\$ -	\$ -
<b>NET CHANGE IN CONTRACT PRICE</b>	\$ -	\$ -

JUSTIFICATION: This change order increases the term of the contract for one additional year with two (2) optional years remaining.

The amount of the Contract will be ~~(Increased)~~ ~~(Decreased)~~ By The Sum Of: \_\_\_\_\_ Dollars N/A

The Contract Total Including this and previous Change Orders Will Be:  
Unit Price Contract with No Total \_\_\_\_\_ Dollars N/A

The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ ~~(Unchanged)~~: 365 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted \_\_\_\_\_ (Owner)  
 Recommended *James J Madison* (Owner's Architect/Engineer) 7/11/23 (Date)  
 Accepted *James J Madison* James J Madison, Vice President (Contractor) 7-11-23 (Date)  
 Lehman Roberts Company

**CONTRACT CHANGE ORDER**

DATE:	8/1/2023	ORDER NO.	2
CONTRACT FOR:	Term Contract for Annual Asphalt Overlay Material Supply		
OWNER:	City of Southaven		
CONTRACTOR:	Lehman-Roberts Company (Primary Contractor)		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Term Adjustment (1 Year)		
TOTALS	\$ -	\$ -
NET CHANGE IN CONTRACT PRICE		\$ -

JUSTIFICATION: This change order increases the term of the contract for one additional year with two (2) optional years remaining.

The amount of the Contract will be ~~(Increased)~~ ~~(Decreased)~~ By The Sum Of:

Dollars N/A

The Contract Total Including this and previous Change Orders Will Be:

Unit Price Contract with No Total


Dollars N/A

The Contract Period Provided for Completion Will Be (Increased) ~~(Decreased)~~ ~~(Unchanged)~~:

365 Days.

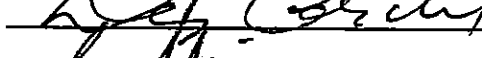
This document will become a supplement to the contract and all provisions will apply hereto.

Accepted

 \_\_\_\_\_ (Owner)

(Date)

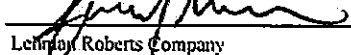
Recommended

 \_\_\_\_\_ (Owner's Architect/Engineer)

7/11/23

(Date)

Accepted

 \_\_\_\_\_ James J. Madison, Vice President  
Lehman Roberts Company (Contractor)

7-11-23

(Date)



## **RESOLUTION FOR ASSESSING UNPAID SANITATION FEES**

**WHEREAS**, the City of Southaven ("City") operates and maintains a garbage and rubbish collection system; and

**WHEREAS**, the City previously implemented a \$12.00 per month sanitation fee to defray the cost for the operating and maintaining of the garbage and rubbish collection system; and

**WHEREAS**, despite correspondence requesting that the City residents pay the sanitation fee and providing the residents the opportunity to address the City Board at previous City meetings, the residents listed at the properties on Exhibit A have failed to pay the sanitation fee; and

**WHEREAS**, the individuals were provided an opportunity for a hearing at the City Board Meetings regarding the delinquent assessments and chose not to attend the hearing; and

**WHEREAS**, the City desires to collect the sanitation fees from the individuals and in the amount as set forth in Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Aldermen of the City of Southaven, Mississippi, as follows, to-wit:

1. Pursuant to Mississippi Code Section 21-19-2, the City Public Works Director and his staff are authorized to notify the Desoto County Tax Collector of the unpaid fees for those residents as set forth in Exhibit A. Upon receipt of the residents and addresses as set forth in Exhibit A from the City, the Desoto County Tax Collector shall not issue or renew a motor vehicle road and bridge privilege license for the motor vehicle owned by those individuals, unless such fees or charges, in addition to any other taxes or fees assessed against the motor vehicle, are paid.

2. In lieu of filing the assessments with the Desoto County Tax Collector, the City, pursuant to Mississippi Code 21-19-2, may file a lien on the property offered the sanitation service.

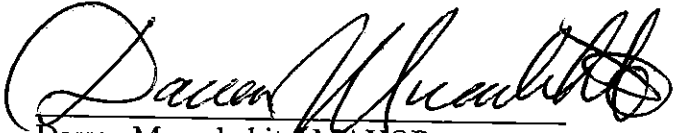
3. The Mayor, City Public Works Director and any of their designees are authorized to take any and all action to effectuate the intent of this Resolution.

After a full discussion of this matter, ALDERMAN Payne moved that the foregoing Resolution be adopted. The motion was seconded by ALDERMAN Hoots. Upon the question being put to a vote, Members of the Board of Aldermen voted as follows:

Alderman William Jerome  
Alderman Kristian Kelly  
Alderman Charlie Hoots  
Alderman George Payne  
Alderman Joel Gallagher  
Alderman John Wheeler  
Alderman Raymond Flores

voted: YES  
voted: YES  
voted: YES  
voted: YES  
voted: YES  
voted: YES  
voted: YES

RESOLVED AND DONE, this 20<sup>th</sup> day of June, 2023.

  
Darren Musselwhite, MAYOR

ATTEST:


  
City Clerk



EXHIBIT A

Property Owners/Previous Tenants who live somewhere else in Desoto County other than service address  
(got letters to pay by certain date & never did)

SERVICE ADDRESS:	PROPERTY OWNER/ TENANT NAME:	PROP. OWNER/TENANT PERSONAL ADDRESS:	AMOUNT INFORMATION:	ACTION:
2676 Airways Road 837 Brookside	Sonya Renee James Dungan Peter Price	Same as Service Address Same as Service Address	STILL NOT PAID - \$132.40 (Mildred Meraz account) STILL NOT PAID - \$98.40 (Peter Price account)	Car tag hold at address Car tag hold at address
860 Great Oaks	Donald Hutsell	844 Great Oaks, Southaven	STILL NOT PAID - \$98.40 (Bethany Hutsell account)	Car tag hold at both Great Oaks addresses for both Hutsells
1324 Great Oaks	Maria Cindel Morlan	Owns 875, 891, 1324, & 1386 Great Oaks, Southaven	STILL NOT PAID - \$78.00 (Larry Mooney account)	Car tag hold at all Great Oaks addresses
5682 Hwy 51 N	James H. Little	Same as Service Address	STILL NOT PAID - \$120.40 (James Little account) & \$108.00 (Abra Hassell account)	Car tag hold at address for both unpaid accounts
5392 Kristy Lane	Jeremy or Chance Williams/ Storm Investments, LLC	721 Classic Drive South, Hernando	STILL NOT PAID - \$111.60 (Khadija Cotes account)	Car tag hold at both Kristy Lane & Classic Drive S addresses
1238 Payton Drive N	Payton Durdin	4575 Cherry Tree Road, OB	STILL NOT PAID - \$98.20 (Payton Durdin account)	Car tag hold at both Payton Dr. & Cherry Tree Road addresses
531 Rollingbrook Cove	Tonya Atwood	7106 Hampton Drive, Horn Lake	STILL NOT PAID - \$144.00 (Tonya Atwood account) & \$48.00 (Alan Garner account)	Car tag hold at both Rollingbrook & Hampton Drive addresses for both unpaid accounts

Customers who got 5/22/23 Letter, to be paid by 6/22/23; Picked up carts on 6/26/23, Still Not Paid as of 7/12/23

	Address:	Resident:	ACTION:
1	678 Amber Lane	Koyasha White	Car tag hold
2	688 Amber Lane	Austin Hamilton	Car tag hold
3	5583 April Drive	James Jones	Car tag hold
4	773 Brookside	Paul D. Woods	Car tag hold
5	5378 Kristy Lane	Melody Mitchell	Car tag hold
6	5462 Kristy Lane	Cheron Scott	Car tag hold
7	1201 McGowan Drive	Darrius Edwards	Car tag hold
8	1206 McGowan Drive	Matt Upchurch	Car tag hold
9	5307 Peppermill Drive	Hunter McDonald	Car tag hold
10	538 Riverdale Cove	Lourdes Salinas	Car tag hold
11	5445 Russell Drive	Akevia Jones	Car tag hold
12	790 Sweetwater Drive	Ricky Wooten	Car tag hold
13	1098 Willard Drive	Rosalina Villifana	Car tag hold
14	5434 Worth Cove	Jasmine Folsom	Car tag hold

\*\*List Current as of 7/12/23\*\*

**RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY**

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit:

CONDEMNATION ADDRESS

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit:

CONDEMNATION ADDRESS

**6550 FOX HORN PLACE**

**883 WHITWORTH ST.**

**2211 CEDARWOOD COVE**

**PARCEL # 108420000000100**

**PARCEL # 108420000000200**

**PARCEL # 207209000000800**

To the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, **July 18, 2023**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, **July 18, 2023**, to voice objection or to offer a defense.

**NOW, THEREFORE**, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at:

CONDEMNATION ADDRESS

6550 FOX HORN PLACE

883 WHITWORTH ST.

2211 CEDARWOOD COVE

PARCEL # 108420000000100

PARCEL # 108420000000200

PARCEL # 207209000000800

is deemed in the existing condition to be a menace to the public health and safety of the community.

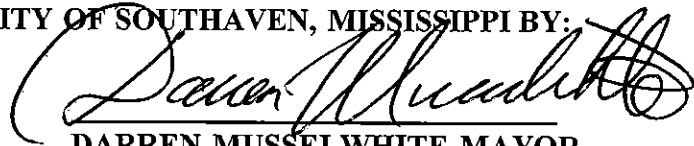
**BE IT FURTHER RESOLVED** that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Payne and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

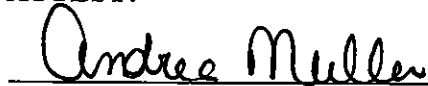
The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **18th day of July 2023**.

CITY OF SOUTHAVEN, MISSISSIPPI BY:



DARREN MUSSELWHITE MAYOR

ATTEST:



ANDREA MULLEN CITY

CLERK

(S E A L)



6/30/23, 9:56 AM  
N 34.955786°, W 89.975146°  
829 Cloverleaf Dr  
Southaven MS 38671  
United States

West Drive  
MS 38671  
6523  
6534

Southaven.org

Code  
days of

will take

A black and white photograph showing a grassy area in the foreground. In the background, there is a fence and dense foliage, including trees and bushes. The lighting is bright, creating high contrast between the dark shadows and the bright highlights on the grass and leaves.

6/30/23, 9:57 AM  
N 34.956228°, W 89.974735°  
6550 Fox Horn Pl  
Southaven MS 38671  
United States



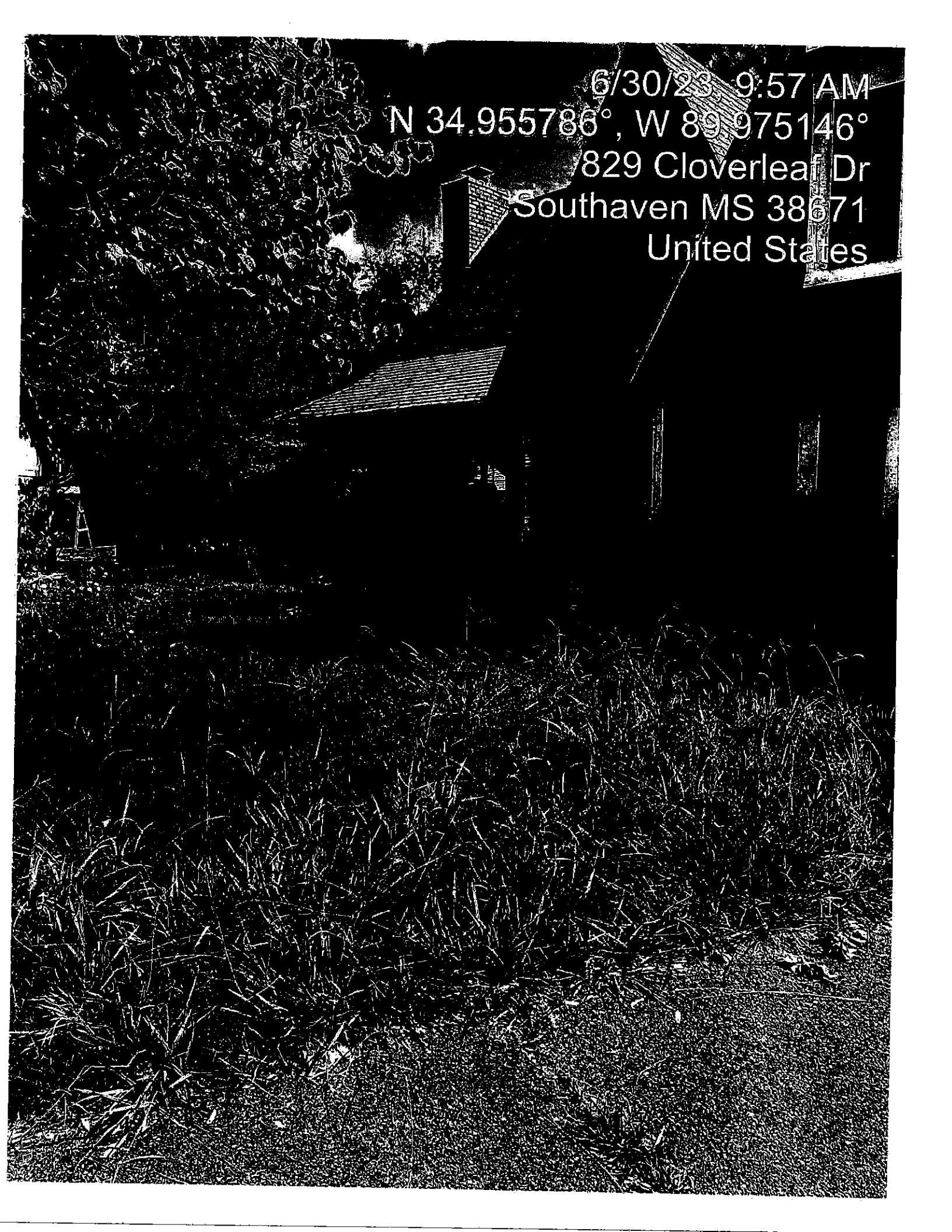
6/30/23 9:57 AM

N 34.955786°, W 89.975146°

829 Cloverleaf Dr

Southaven MS 38671

United States



Local: Jun 30, 2023 at 10:54 PM EDT

N 34.990149°, W 90.016611°

8883 Whitworth St

Southaven MS 38671

United States

Network: Jun 30 2023 at 1:02:01 PM CDT

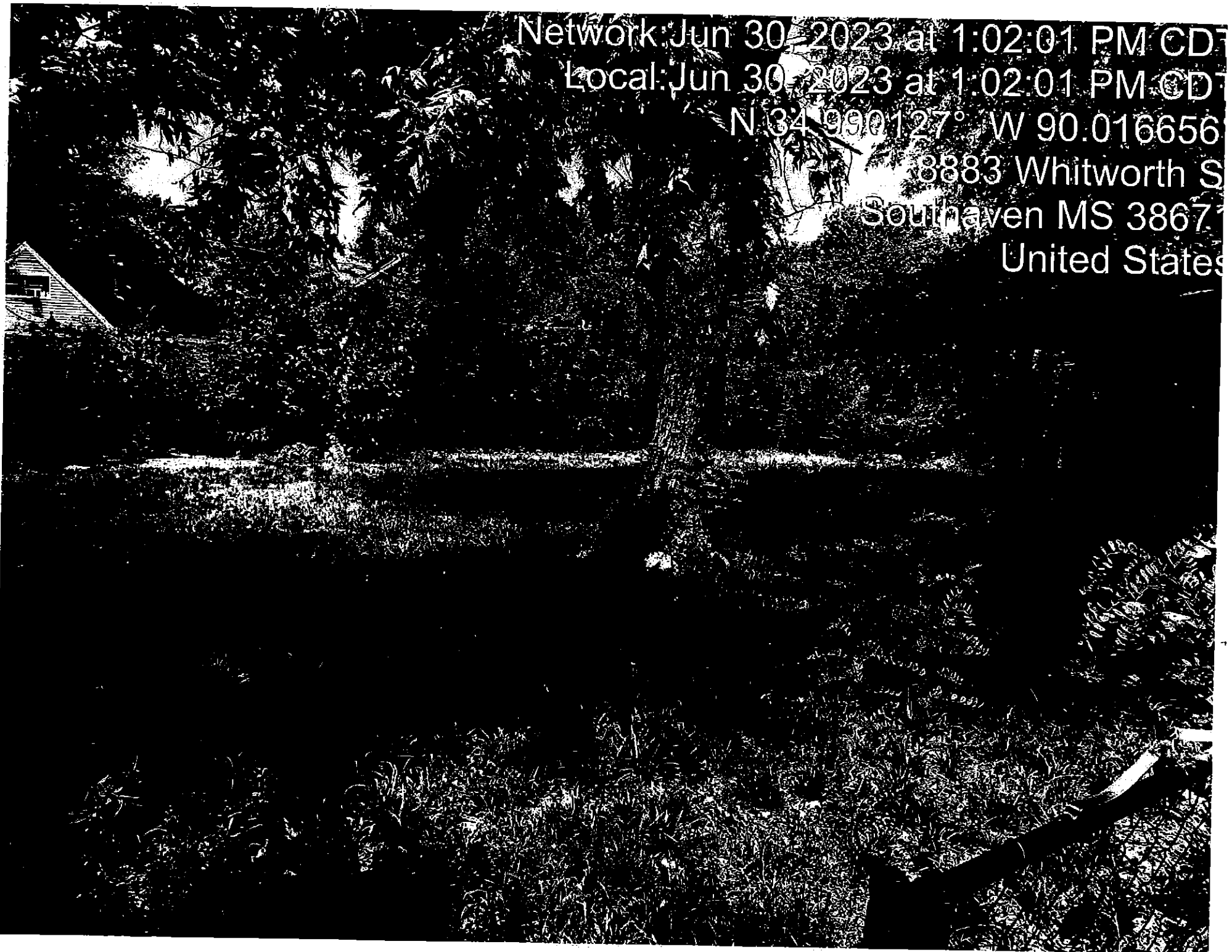
Local: Jun 30 2023 at 1:02:01 PM CDT

N 34.990127° W 90.016656

8883 Whitworth S

Southaven MS 3867

United States



Network Jun 30 2023 at 1:02:35 PM CDT

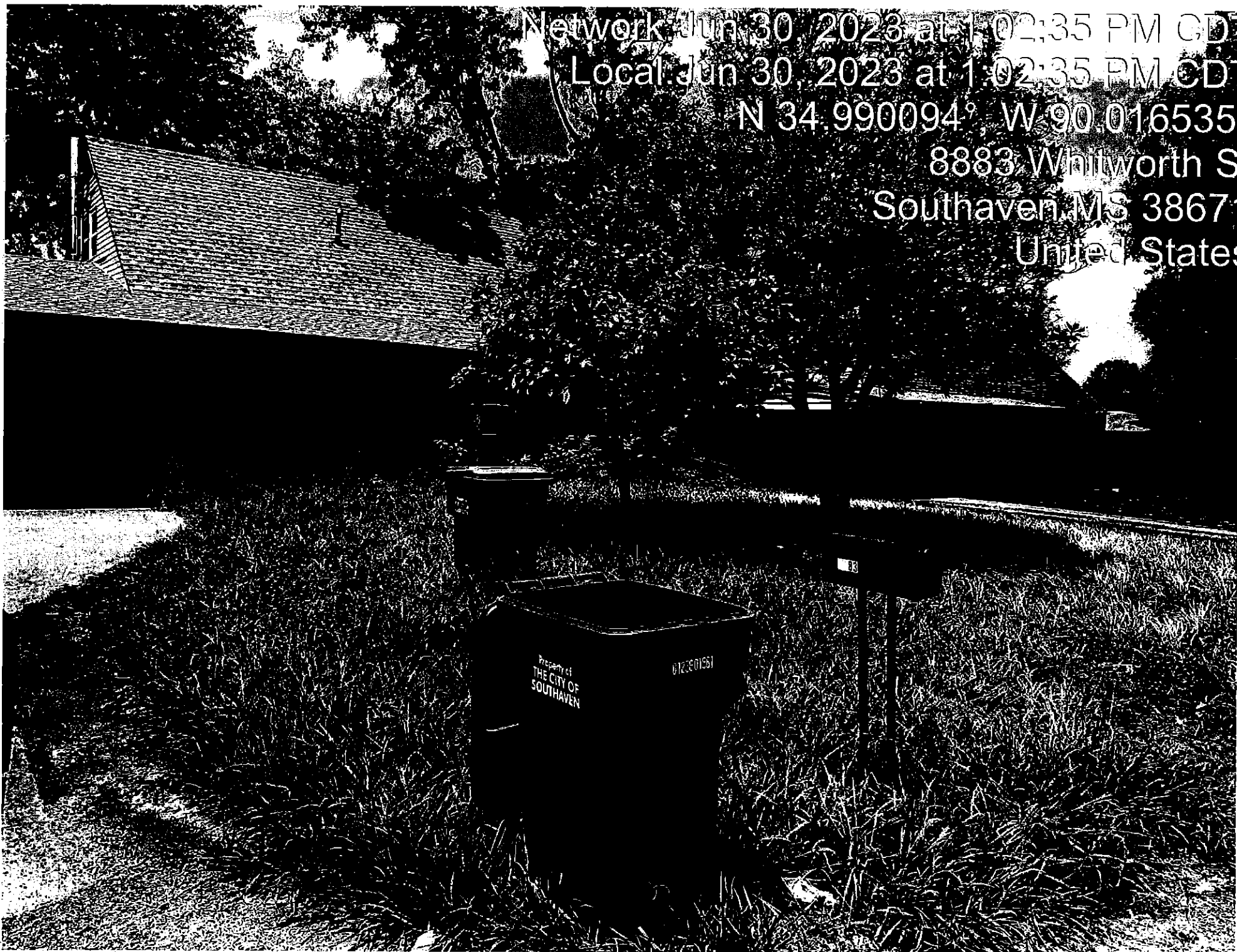
Local Jun 30 2023 at 1:02:35 PM CDT

N 34.990094° W 90.016535°

8883 Whitworth S

Southaven, MS 38671

United States



Network Jun 30, 2023 at 1:02:44 PM CDT

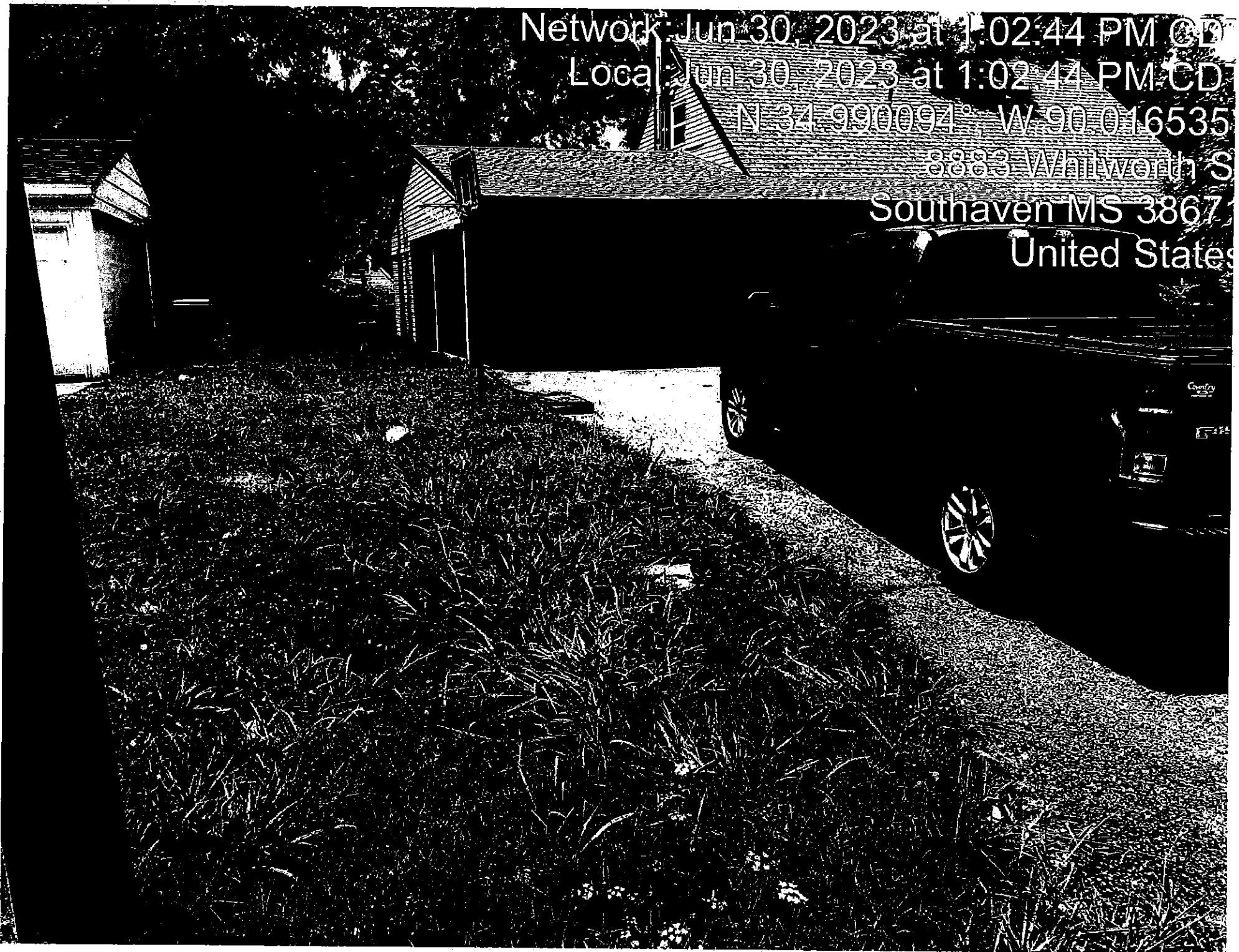
Local Jun 30, 2023 at 1:02:44 PM CDT

E N 34.990094° W 90.016535°

8883 Whitworth S

Southaven MS 3867

United States

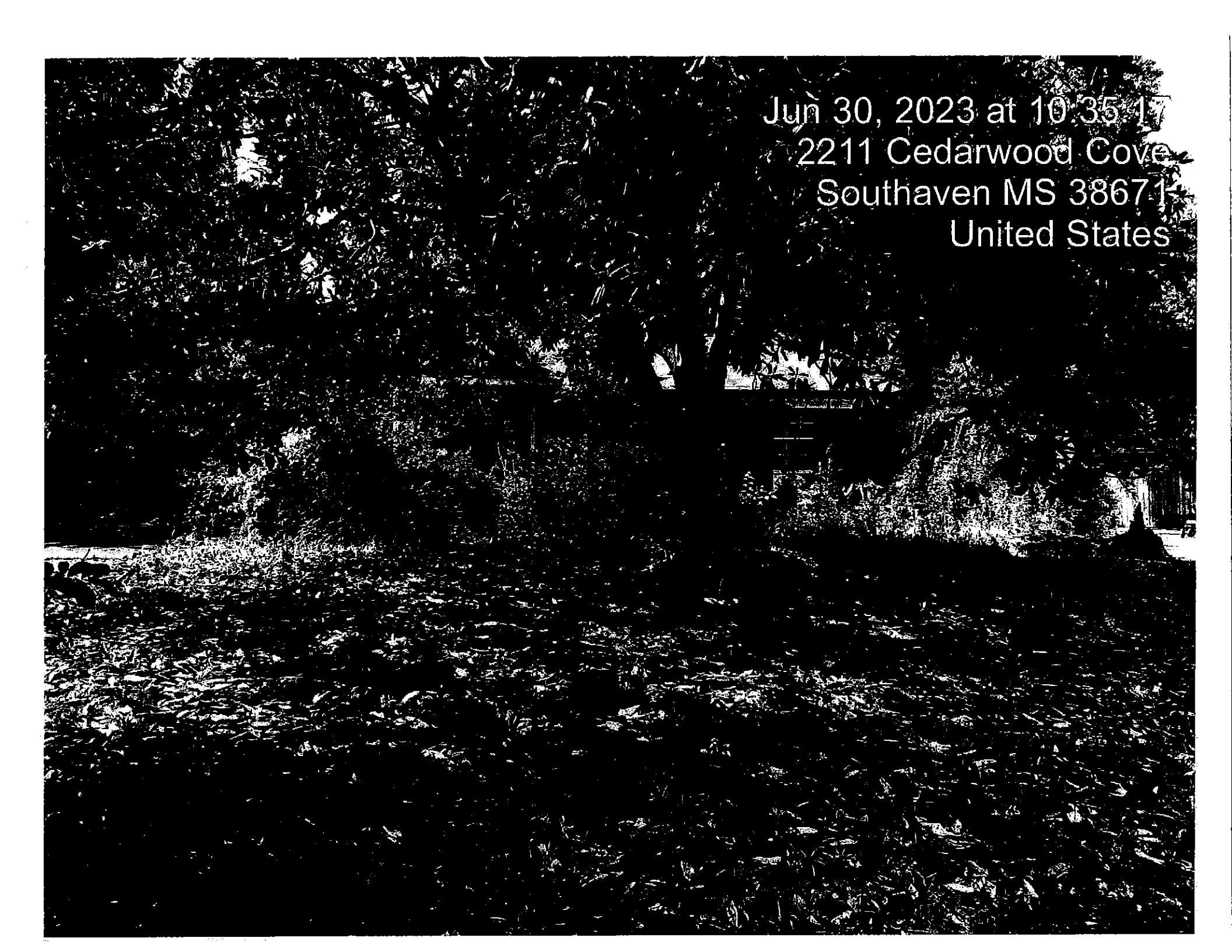


Jun 30, 2023 at 10:34:34

2207 Cedarwood Cove

Southaven MS 38671

United States



Jun 30, 2023 at 10:35:17  
2211 Cedarwood Cove  
Southaven MS 38671  
United States



Jun 30, 2023 at 10:34:57  
2211 Cedarwood Cove  
Southaven MS 38671  
United States



Jun 30, 2023 at 10:17:54

8770 N Creek Blvd

Southaven MS 38671

United States

North Creek Golf Club



Jun 30, 2023 at 10:21:14

8770 N Creek Blvd

Southaven MS 38671

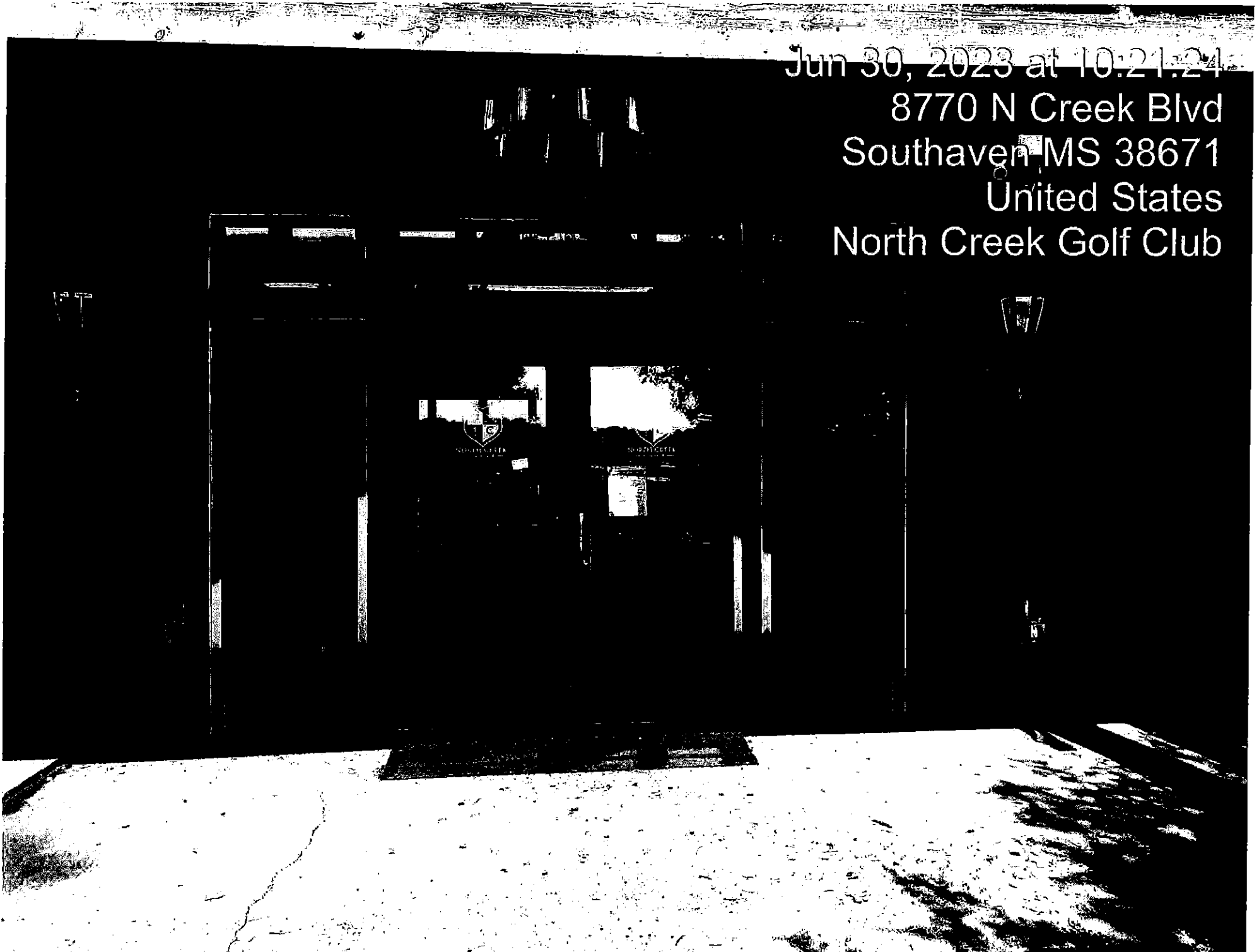
United States

North Creek Golf Club



Jun 30, 2023 at 10:21:24

8770 N Creek Blvd  
Southaven MS 38671  
United States  
North Creek Golf Club



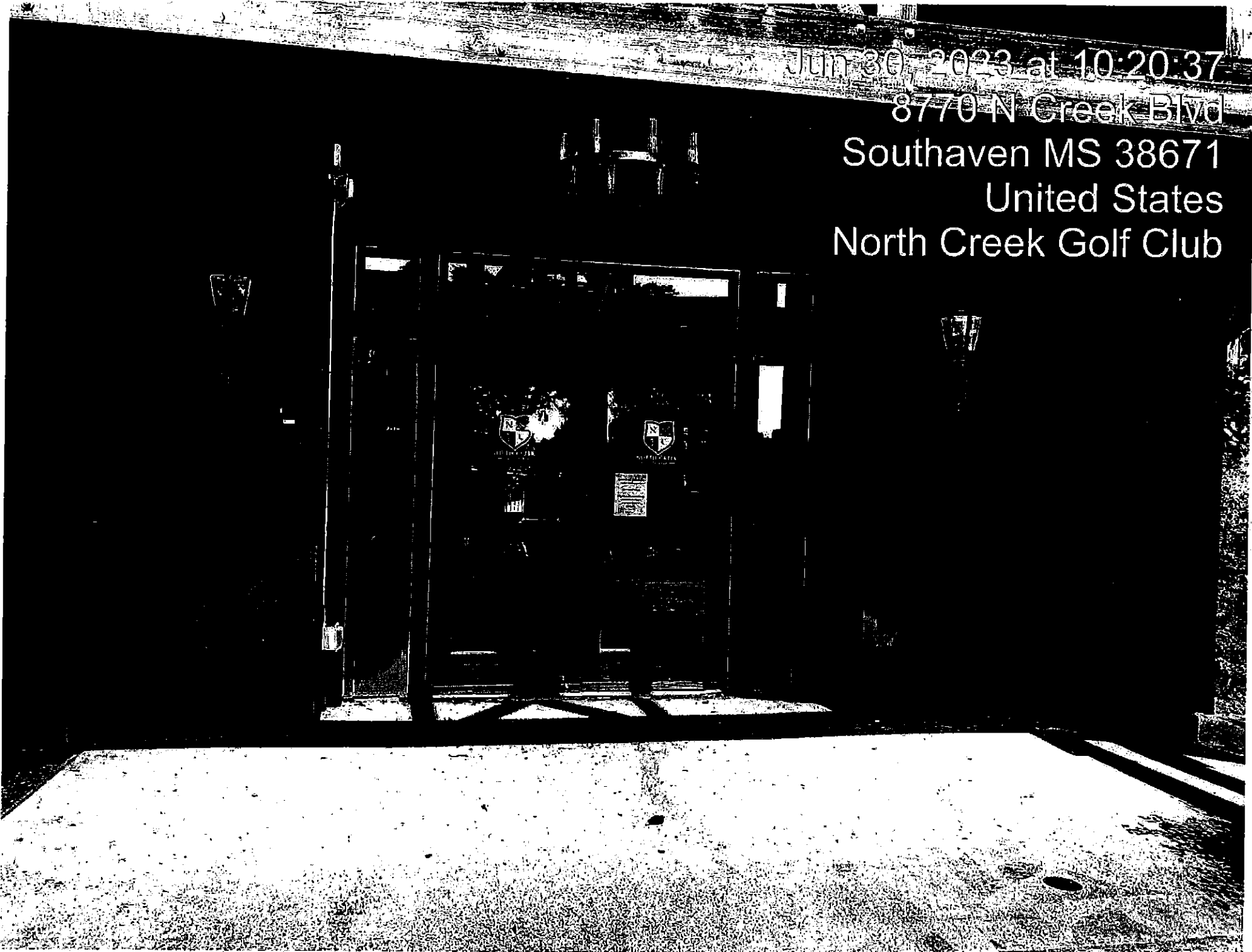
Jun 30, 2023 at 10:20:37

8770 N Creek Blvd

Southaven MS 38671

United States

North Creek Golf Club



Jun 30, 2023 at 10:20:28  
8770 N. Creek Blvd  
Southaven MS 38371  
United States  
North Creek Golf Club

Jun 30, 2023 at 10:17:49

8770 N Creek Blvd

Southaven MS 38671

United States

North Creek Golf Club



Jun 30, 2023 at 10:14:39

8641 Horn Lake Rd

Southaven MS 38671

United States

North Creek Golf Club



Jun 30, 2023 at 10:14:33

3641 Horn Lake Rd

Southaven MS 38671

United States

North Creek Golf Club





Jun 30, 2023 at 10:13:24

8888 Bent Grass Loop W

Southaven MS 38671

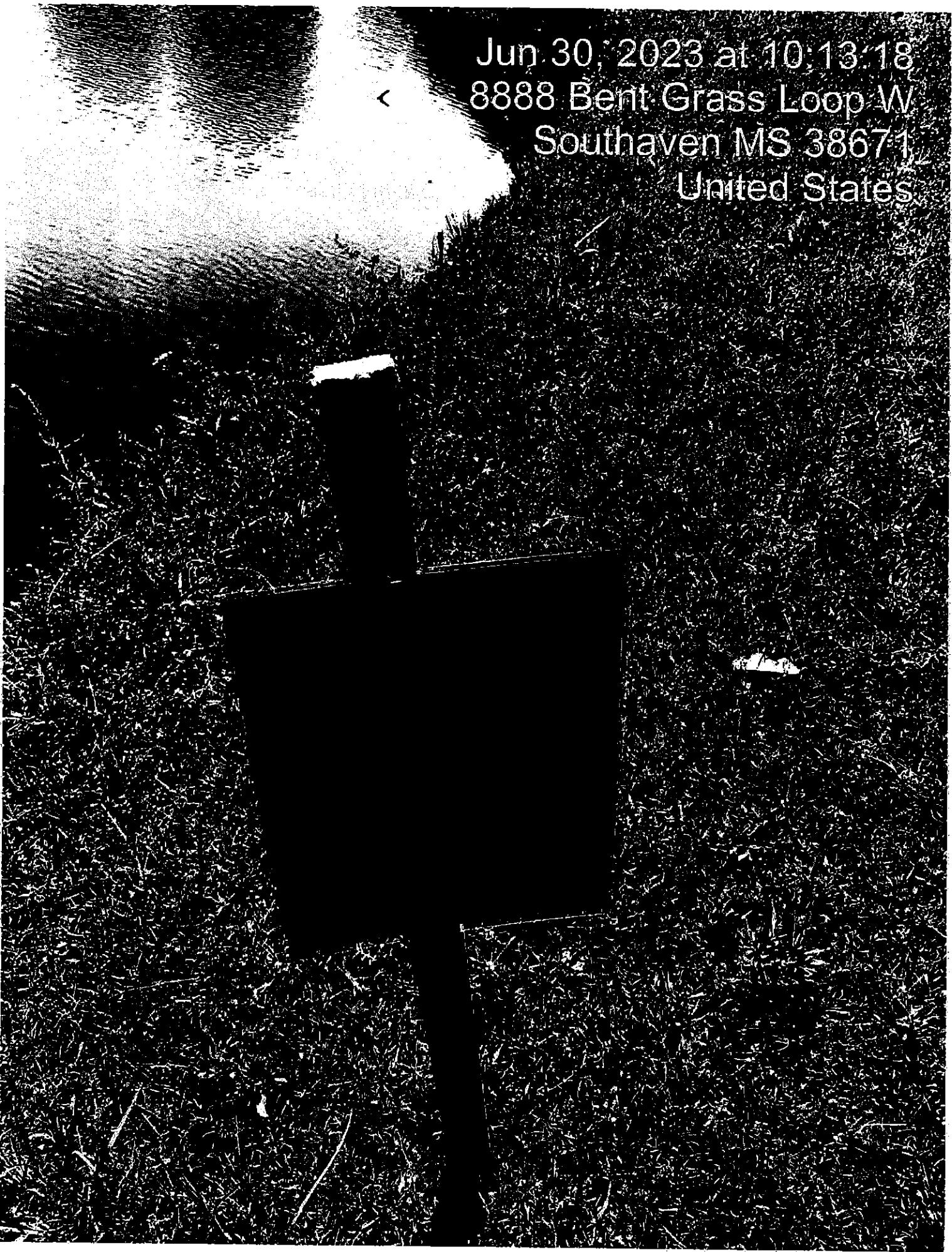
United States



Jun 30, 2023 at 10:10:02  
8842 Shellflower Dr  
Southaven MS 38671  
United States



Jun 30, 2023 at 10:13:18  
< 8888 Bent Grass Loop W  
Southaven MS 38671  
United States



6/30/23, 10:33 AM  
N 34.918726°, W 89.937719°  
2905 College Rd  
Southaven MS 38672  
United States

17:50

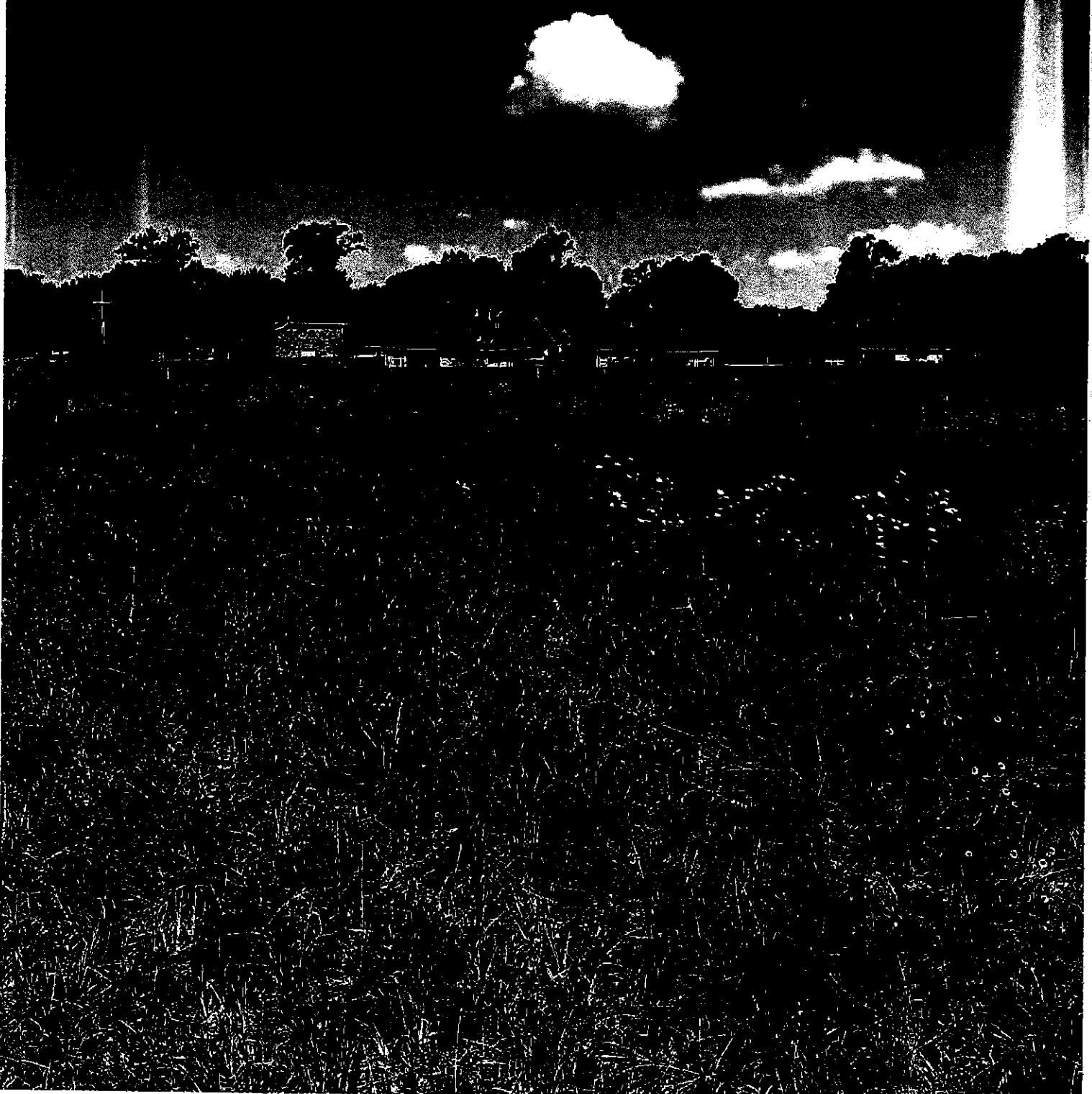
Southaven  
aven (7

learn  
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to rec  
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mod

6/30/23, 10:33 AM  
N 34.918726°, W 89.937719°  
2905 College Rd  
Southaven MS 38672  
United States



6/30/23, 10:34 AM  
N 34.918726°, W 89.937719°  
2905 College Rd  
Southaven MS 38672  
United States



6/30/23, 10:34 AM

N 34.918726°, W 89.937719°

2905 College Rd

Southaven MS 38672

United States



June 28, 2023

Red Mountain Entertainment  
2821 2<sup>nd</sup> Avenue South, Suite D  
Birmingham, AL 35233  
Attn: Jay Wilson

Dear Jay:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven, DeSoto County, CVB ("Collectively Licensor") and Red Mountain Entertainment, LLC ("RME") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Jelly Roll, et al on July 28, 2023 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and RME have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

1. All income to be split 50-50 between Licensor and RME, which includes:
  - RME promoter profit
  - Net Rent
  - Net venue Ticketmaster Royalty fee
  - Net Merchandise
  - Net Food & Beverage
2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of RME which (i) is designated confidential or proprietary or (ii) RME reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of RME. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify RME of such requirement so that RME may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or RME waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.



Best regards,

City of Southaven

By: 

Title: Mayor

ACCEPTED AND AGREED:

Red Mountain Entertainment, LLC

By: 

Jay Wilson

Title: Promoter

**BANKPLUS AMPHITHEATER**  
*Facility Use Lease Agreement*

This Agreement (“Agreement”) is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as “OWNER”) and Red Mountain Entertainment, LLC (hereinafter referred to as “LESSEE”). Notwithstanding the use of the terms “LESSEE” or “Lease,” the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

**WHEREAS**, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter referred to as the “Facility” or the “Premises”) and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

**WHEREAS**, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

**WHEREAS**, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

**WHEREAS**, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

**NOW, THEREFORE**, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

**Section 1. Premises.** OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice), then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day

operation of the Facility.

**Section 2. Use.** LESSEE shall have use of the Facility for a live entertainment event featuring **Jelly Roll: Backroad Baptism Tour 2023 with Struggle Jennings, Caitlynn Curtis and Josh Adam Myers in Concert** (the "Event") and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE's Event.

**Section 3. Term.** The term of this Agreement commences at 7 o'clock A.M. on the 28<sup>th</sup> day of July, 2023 and terminates at 2 o'clock A.M. on the 29<sup>th</sup> day of July, 2023 (hereinafter referred to as the "Term").

**Section 4. Lease Fee.**

(i) LESSEE agrees to pay the OWNER a fee (hereinafter referred to as the "Lease Fee") for the use of the Premises in the amount of **\$48,500.00**, in the following manner and on the basis and terms set forth below:

**(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines, house electrician and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)**

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

**Section 5. Security Deposit.** LESSEE shall pay to OWNER the sum of \$ \_\_\_\_\_, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

**Section 6. Damage Deposit.** LESSEE shall provide to OWNER a damage deposit of \$ \_\_\_\_\_. The damage deposit

shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

**Section 7. Settlement.** (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.

(ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.

(iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.

(iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.

(v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.

**Section 8. Late Payments.** (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

**Section 9. Overtime.** In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of **\$2,500.00** for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00

P.M.

#### **Section 10. Tickets.**

(i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).

(ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.

(iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.

(iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.

(v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.

(vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage-based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.

(vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

#### **Section 11. Operating Personnel, Services, Equipment and Security.**

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided,

however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.

(ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.

(iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.

(iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

#### **Section 12. Novelties/Concessions.**

(i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.

(ii) In the event OWNER grants LESSEE the right to sell, disburse, or operate any or all of the items set forth in (1) - (5) above, LESSEE shall pay OWNER the amount of **20%** of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.

**Section 13. LESSEE's Personal Property.** (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.

(b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage or disposal by OWNER.

(c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said

OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released from liability for any loss, injury or damages for intentional or negligent acts or omissions or willful misconduct of the OWNER or its employees, agents or contractors.

**Section 14. Owner Objections to Event Content and Advertising.** Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

**Section 15. Public Announcements.** Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

**Section 16. Broadcast.** The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facility admission gates.

**Section 17. Right to Inspect.** OWNER and its designees shall have the right at all times to enter the Facility to examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy

of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESSEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

**Section 18. Default.**

(a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;

(iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

(iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

**Section 19. Termination.**

(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided,



however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

(ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

(iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.

(b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

#### **Section 20. Remedies.**

(a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.

(b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fees, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.

(c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.

(d) Intentionally deleted.

(e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

**Section 21. Production Requirements.** LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound

reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

**Section 22. Property Restriction.** LESSEE shall not use, or knowingly permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;

c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshal.

d. Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.

e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

**Section 23. Content Restrictions and Right to Control Facility.** (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of

the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

**Section 24. Lawful Activity.** In carrying out its obligations under this Agreement, LESSEE shall comply with all applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

**Section 25. Insurance.** LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

**Section 26. Indemnification.** LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or

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representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

**Section 27. Liens.** The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

**Section 28. Event Cancellation.** OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

**Section 29. Copyright.**

(i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.

(ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.

(iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.

**Section 30. LESSEE's Assurance** LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

**Section 31. Property Rights.** Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.

**Section 32. Assignment.** The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to

sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

**Section 33. Charitable Collections.** No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

**Section 34. Ingress/Egress.** All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

**Section 35. Parking.** OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

**Section 36. Interruptions.** OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

**Section 37. Force Majeure.** In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

**Section 38. COVID-19.** Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting

symptoms to leave the Facility.

Notwithstanding implementation of any Health & Safety Protocols, the parties specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and those with underlying medical conditions are especially vulnerable. EACH PARTY ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF ITS PERSONNEL, THAT IT AND ITS RESPECTIVE PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 FROM THE EVENT AND HEREBY RELEASE THE OTHER PARTY AND ITS PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM LIABILITY IN CONNECTION THEREWITH.

**Section 39. Rules and Regulations for Facility Use.** OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event. LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

**Section 40. Miscellaneous.**

**a. Situs.** The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

**b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**c. No Agency.** Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.

**d. Waivers and Modifications.** No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

**e. Entire Agreement.** This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

**f. Attorney Fees and Costs.** In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.

**g. Force and Effect.** Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.

**h. Severability.** If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

**i. Authority to Sign.** Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

**j. Owner Naming Rights.** LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.

**k. Impermissible Provisions Notice.** The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

**l. Gun and Weapon Notice.** By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to **NOT ALLOW** any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the 30<sup>th</sup> day of Jul, 2023, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY: 

TITLE: MAYOR

RED MOUNTAIN ENTERTAINMENT, LLC

BY: 

JAY WILSON

TITLE: PROMOTER



June 28, 2023

Red Mountain Entertainment  
2821 2<sup>nd</sup> Avenue South, Suite D  
Birmingham, AL 35233  
Attn: Jay Wilson

Dear Jay:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven, DeSoto County, CVB ("Collectively Licensor") and Red Mountain Entertainment, LLC ("RME") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Outdoor Music Festival/Willie Nelson on October 14, 2023 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and RME have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

1. All income to be split 50-50 between Licensor and RME, which includes:
  - RME promoter profit
  - Net Rent
  - Net venue Ticketmaster Royalty fee
  - Net Merchandise
  - Net Food & Beverage
  - Net FMF
2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of RME which (i) is designated confidential or proprietary or (ii) RME reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of RME. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify RME of such requirement so that RME may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or RME waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaven

By:

Title: Mayor

A large, stylized handwritten signature in black ink, appearing to read "Dana McQuinn", written over a horizontal line.

ACCEPTED AND AGREED:

Red Mountain Entertainment, LLC

By:

A smaller handwritten signature in black ink, appearing to read "Jay Wilson", written over a horizontal line.

Title: Promoter

**BANKPLUS AMPHITHEATER**  
*Facility Use Lease Agreement*

This Agreement (“Agreement”) is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as “OWNER”) and Red Mountain Entertainment, LLC (hereinafter referred to as “LESSEE”). Notwithstanding the use of the terms “LESSEE” or “Lease,” the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

**WHEREAS**, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter referred to as the “Facility” or the “Premises”) and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

**WHEREAS**, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

**WHEREAS**, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

**WHEREAS**, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

**NOW, THEREFORE**, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

**Section 1. Premises.** OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice),

then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day operation of the Facility.

**Section 2. Use.** LESSEE shall have use of the Facility for a live entertainment event featuring **Outlaw Music Festival starring Willie Nelson and the Avett Brothers in Concert** (the "Event") and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE's Event.

**Section 3. Term.** The term of this Agreement commences at 7 o'clock A.M. on the 14<sup>th</sup> day of October, 2023 and terminates at 2 o'clock A.M. on the 15<sup>th</sup> day of October, 2023 (hereinafter referred to as the "Term").

**Section 4. Lease Fee.**

(i) LESSEE agrees to pay the OWNER a fee (hereinafter referred to as the "Lease Fee") for the use of the Premises in the amount of **\$48,500.00**, in the following manner and on the basis and terms set forth below:

**(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines, house electrician and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)**

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

**Section 5. Security Deposit.** LESSEE shall pay to OWNER the sum of \$ \_\_\_\_\_, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

**Section 6. Damage Deposit.** LESSEE shall provide to OWNER a damage deposit of \$ \_\_\_\_\_. The damage deposit shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

**Section 7. Settlement.** (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.

(ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.

(iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.

(iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.

(v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.

**Section 8. Late Payments.** (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient

funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

**Section 9. Overtime.** In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2,500.00 for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

**Section 10. Tickets.**

(i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).

(ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.

(iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.

(iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.

(v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.

(vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage-based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.

(vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

### **Section 11. Operating Personnel, Services, Equipment and Security.**

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided, however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.

(ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.

(iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.

(iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

### **Section 12. Novelties/Concessions.**

(i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.

(ii) In the event OWNER grants LESSEE the right to sell, disburse, or operate any or all of the items set forth in (1) - (5) above, LESSEE shall pay OWNER the amount of **20%** of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.

**Section 13. LESSEE's Personal Property.** (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.

(b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of

any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage or disposal by OWNER.

(c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released from liability for any loss, injury or damages for intentional or negligent acts or omissions or willful misconduct of the OWNER or its employees, agents or contractors.

**Section 14. Owner Objections to Event Content and Advertising.** Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

**Section 15. Public Announcements.** Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

**Section 16. Broadcast.** The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are



provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facility admission gates.

**Section 17. Right to Inspect.** OWNER and its designees shall have the right at all times to enter the Facility to examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESSEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

**Section 18. Default.**

(a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;

(iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

(iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

**Section 19. Termination.**

(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

(ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

(iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.

(b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

**Section 20. Remedies.**

(a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.

(b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fees, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.

(c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.

(d) Intentionally deleted.

(e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

**Section 21. Production Requirements.** LESSEE shall file with the OWNER, at least ten (10) days prior to the

Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

**Section 22. Property Restriction.** LESSEE shall not use, or knowingly permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;

c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshal.

d. Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.

e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

**Section 23. Content Restrictions and Right to Control Facility.** (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be

refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

**Section 24. Lawful Activity.** In carrying out its obligations under this Agreement, LESSEE shall comply with all applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

**Section 25. Insurance.** LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

**Section 26. Indemnification.** LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon

any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

**Section 27. Liens.** The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

**Section 28. Event Cancellation.** OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

**Section 29. Copyright.**

(i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.

(ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.

(iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.

**Section 30. LESSEE's Assurance** LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

**Section 31. Property Rights.** Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not

be a part of the Lease Fee.

**Section 32. Assignment.** The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

**Section 33. Charitable Collections.** No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

**Section 34. Ingress/Egress.** All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

**Section 35. Parking.** OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

**Section 36. Interruptions.** OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

**Section 37. Force Majeure.** In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

**Section 38. COVID-19.** Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without

limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting symptoms to leave the Facility.

Notwithstanding implementation of any Health & Safety Protocols, the parties specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and those with underlying medical conditions are especially vulnerable. EACH PARTY ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF ITS PERSONNEL, THAT IT AND ITS RESPECTIVE PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 FROM THE EVENT AND HEREBY RELEASE THE OTHER PARTY AND ITS PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM LIABILITY IN CONNECTION THEREWITH.

**Section 39. Rules and Regulations for Facility Use.** OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event. LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

**Section 40. Miscellaneous.**

**a. Situs.** The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

**b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**c. No Agency.** Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.

**d. Waivers and Modifications.** No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

**e. Entire Agreement.** This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

**f. Attorney Fees and Costs.** In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.

**g. Force and Effect.** Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.

**h. Severability.** If any provision of this agreement, or the application of such provision to any person or circumstance,

shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

**i. Authority to Sign.** Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

**j. Owner Naming Rights.** LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.

**k. Impermissible Provisions Notice.** The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

**l. Gun and Weapon Notice.** By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to **NOT ALLOW** any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]



IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the 30<sup>th</sup> day of June, 2023, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY: 

TITLE: MAYOR

RED MOUNTAIN ENTERTAINMENT, LLC

BY: 

JAY WILSON

TITLE: PROMOTER

June 28, 2023

Red Mountain Entertainment  
2821 2<sup>nd</sup> Avenue South, Suite D  
Birmingham, AL 35233  
Attn: John Ruffino

Dear John:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven, DeSoto County, CVB ("Collectively Licensor") and Red Mountain Entertainment, LLC ("RME") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring 3 Doors Down on August 11, 2023 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and RME have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

1. All income to be split 50-50 between Licensor and RME, which includes:
  - RME promoter profit
  - Net Rent
  - Net venue Ticketmaster Royalty fee
  - Net Merchandise
  - Net Food & Beverage
2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of RME which (i) is designated confidential or proprietary or (ii) RME reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of RME. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify RME of such requirement so that RME may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or RME waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaven

By:

Title: Mayor

A handwritten signature in black ink, appearing to read "Donnie Headrick", written over a horizontal line.

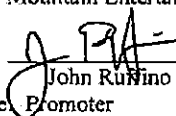
ACCEPTED AND AGREED:

Red Mountain Entertainment, LLC

By:

John Ruffino

Title: Promoter

A handwritten signature in black ink, appearing to read "John Ruffino", written over a horizontal line.

**BANKPLUS AMPHITHEATER**  
*Facility Use Lease Agreement*

This Agreement (“Agreement”) is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as “OWNER”) and Red Mountain Entertainment, LLC (hereinafter referred to as “LESSEE”). Notwithstanding the use of the terms “LESSEE” or “Lease,” the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

**WHEREAS**, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter referred to as the “Facility” or the “Premises”) and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

**WHEREAS**, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

**WHEREAS**, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

**WHEREAS**, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

**NOW, THEREFORE**, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

**Section 1. Premises.** OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice), then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and

other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day operation of the Facility.

**Section 2. Use.** LESSEE shall have use of the Facility for a live entertainment event featuring **3 Doors Down with Candlebox in Concert** (the “Event”) and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the “Event”). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE’s guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE’s Event.

**Section 3. Term.** The term of this Agreement commences at 7 o’clock A.M. on the 11<sup>th</sup> day of August, 2023 and terminates at 2 o’clock A.M. on the 12<sup>th</sup> day of August, 2023 (hereinafter referred to as the “Term”).

**Section 4. Lease Fee.**

(i) LESSEE agrees to pay the OWNER a fee (hereinafter referred to as the “Lease Fee”) for the use of the Premises in the amount of **\$48,500.00**, in the following manner and on the basis and terms set forth below:

**(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines, house electrician and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)**

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) “Gross Receipts” as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

**Section 5. Security Deposit.** LESSEE shall pay to OWNER the sum of \$ \_\_\_\_\_, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

**Section 6. Damage Deposit.** LESSEE shall provide to OWNER a damage deposit of \$ \_\_\_\_\_. The damage deposit shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

**Section 7. Settlement.** (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.

(ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.

(iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.

(iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.

(v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.

**Section 8. Late Payments.** (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

**Section 9. Overtime.** In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2,500.00 for each :30

minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

#### **Section 10. Tickets.**

(i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).

(ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.

(iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.

(iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.

(v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.

(vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage-based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.

(vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

#### **Section 11. Operating Personnel, Services, Equipment and Security.**

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of

God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided, however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.

(ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.

(iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.

(iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

#### **Section 12. Novelties/Concessions.**

(i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.

(ii) In the event OWNER grants LESSEE the right to sell, disburse, or operate any or all of the items set forth in (1) - (5) above, LESSEE shall pay OWNER the amount of **20%** of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.

**Section 13. LESSEE's Personal Property.** (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.

(b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage or disposal by OWNER.



(c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released from liability for any loss, injury or damages for intentional or negligent acts or omissions or willful misconduct of the OWNER or its employees, agents or contractors.

**Section 14. Owner Objections to Event Content and Advertising.** Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

**Section 15. Public Announcements.** Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

**Section 16. Broadcast.** The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facility admission gates.

**Section 17. Right to Inspect.** OWNER and its designees shall have the right at all times to enter the Facility to

examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESSEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

**Section 18. Default.**

(a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;

(iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

(iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

**Section 19. Termination.**

(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided,

however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

(ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

(iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.

(b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

#### **Section 20. Remedies.**

(a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.

(b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fees, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.

(c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.

(d) Intentionally deleted.

(e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

**Section 21. Production Requirements.** LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound

reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

**Section 22. Property Restriction.** LESSEE shall not use, or knowingly permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;

c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshal.

d. Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.

e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

**Section 23. Content Restrictions and Right to Control Facility.** (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of

the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

**Section 24. Lawful Activity.** In carrying out its obligations under this Agreement, LESSEE shall comply with all applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

**Section 25. Insurance.** LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

**Section 26. Indemnification.** LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or

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representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

**Section 27. Liens.** The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

**Section 28. Event Cancellation.** OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

**Section 29. Copyright.**

(i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.

(ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.

(iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.

**Section 30. LESSEE's Assurance** LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

**Section 31. Property Rights.** Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.

**Section 32. Assignment.** The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to

sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

**Section 33. Charitable Collections.** No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

**Section 34. Ingress/Egress.** All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

**Section 35. Parking.** OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

**Section 36. Interruptions.** OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

**Section 37. Force Majeure.** In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

**Section 38. COVID-19.** Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting

symptoms to leave the Facility.

Notwithstanding implementation of any Health & Safety Protocols, the parties specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and those with underlying medical conditions are especially vulnerable. EACH PARTY ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF ITS PERSONNEL, THAT IT AND ITS RESPECTIVE PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 FROM THE EVENT AND HEREBY RELEASE THE OTHER PARTY AND ITS PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM LIABILITY IN CONNECTION THEREWITH.

**Section 39. Rules and Regulations for Facility Use.** OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event. LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

**Section 40. Miscellaneous.**

**a. Situs.** The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

**b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**c. No Agency.** Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.

**d. Waivers and Modifications.** No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

**e. Entire Agreement.** This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

**f. Attorney Fees and Costs.** In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.

**g. Force and Effect.** Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.

**h. Severability.** If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.



**i. Authority to Sign.** Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

**j. Owner Naming Rights.** LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.

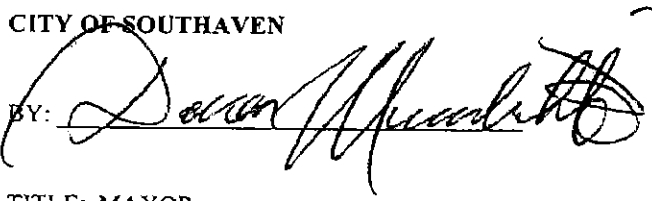
**k. Impermissible Provisions Notice.** The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

**l. Gun and Weapon Notice.** By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to **NOT ALLOW** any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]

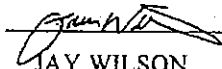
IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the 30<sup>th</sup> day of June, 2023, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

**CITY OF SOUTHAVEN**

BY: 

TITLE: MAYOR

**RED MOUNTAIN ENTERTAINMENT, LLC**

BY:  \_\_\_\_\_  
JAY WILSON

TITLE: PROMOTER

Mammoth, INC  
1520 Haskell Avenue  
Lawrence, KS 66044  
Attn: Jeff Fortier

Dear Jeff:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven ("Licensor") and Mammoth, INS ("MAM") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Lindsey Stirling on August 18, 2023 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and MAM have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

1. All income to be split 50-50 between Licensor and MAM, however, Licensor will not take on negative risk for this engagement; incomes split includes:
  - MAM promoter profit
  - Net Rent
  - Net venue Ticketmaster Royalty fee
  - Net Merchandise
  - Net Food & Beverage
2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of MAM which (i) is designated confidential or proprietary or (ii) MAM reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of MAM. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify MAM of such requirement so that MAM may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or MAM waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaven

By: *Dawn McCallister*

Title: *Mayor*

ACCEPTED AND AGREED:

**Mammoth, Inc.**

By: *Jade M. Brown*

Title: Director of Business & Legal Affairs

## **BANKPLUS AMPHITHEATER** *Facility Use Lease Agreement*

This Agreement, is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven hereinafter referred to as “OWNER” and Mammoth, INC. of 1520 Haskell Ave | Lawrence, KS 66044 hereinafter referred to as “LESSEE.”

**WHEREAS**, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter the Facility) and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

**WHEREAS**, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

**WHEREAS**, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

**WHEREAS**, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

**NOW, THEREFORE**, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

**Section 1. Premises.** OWNER does hereby Lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE stipulates that it has examined and inspected the Facility and has found its physical condition and lay-out to be satisfactory. LESSEE acknowledges that the taking of possession of the Facility shall be conclusive evidence of LESSEE’s acceptance of the Facility as safe, sanitary and in good repair.

**Section 2. Use.** LESSEE shall have use of the Facility for the following purpose: Lindsey Stirling in Concert (hereinafter the “Event”). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE’s guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible.

**Section 3. Term.** The term of this Agreement commences at 7 o’clock A.M. on the 18<sup>th</sup> day of August 2023 and terminates at 2 o’clock A.M. on the 19<sup>th</sup> day of August 2023 (hereinafter the Term).

#### **Section 4. Lease Fee.**

(i) LESSEE agrees to pay the OWNER a fee (hereinafter the Lease Fee) for the use of the Premises in the amount of \$32,500.00, in the following manner and on the basis and terms set forth below:

**(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)**

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, Leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

**Section 5. Security Deposit.** LESSEE shall pay to OWNER the non-refundable sum of \$ N/A, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

**Section 6. Damage Deposit.** LESSEE shall provide to Owner a damage deposit of \$ N/A. The damage deposit shall be withheld from the initial settlement of funds, as set forth in section 7 and, thereafter said deposit, less the cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within 10 days following the termination of this Agreement. Notwithstanding the payment of this deposit, LESSEE shall have an unconditional liability to pay for any damages LESSEE causes to the Facility and any deficiency in the said deposit will not affect this liability.

**Section 7. Settlement.** (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including, but limited to, any damages which OWNER is entitled by reason of any breach of the terms hereof.

(ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing submitted within five (5) days of receipt thereof, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within five (5) days the final settlement statement shall be deemed true and correct.

(iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.

(iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.

**Section 8. Late Payments.** (a) Any License Fee, cost, expense or sum due from LICENSEE which is not received within thirty (30) days from the date shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or others reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

**Section 9. Overtime.** In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of **\$2500.00** for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

**Section 10. Tickets.**

(i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).

(ii) Ticket sales shall be at such places as OWNER, in its sole discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.

(iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. All such monies shall be the rightful property of the OWNER for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts due, or to become due, to the OWNER.

(iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.

(v) Ticket prices will include a **3%** State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.

(vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage based Lease Fee. LICENSEE shall furnish to the OWNER thirty (30) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.

(vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and

receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

**Section 11. Operating Personnel, Services and Equipment.**

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER.

(ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.

(iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.

**Section 12. Novelties/Concessions.**

(i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs; (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.

(ii) OWNER grants LESSEE (artist) the right to sell, disburse, artist merchandise, LESSEE (artist) shall pay OWNER the amount of **20%** of the gross receipts, less taxes due, from said sales.

**Section 13. LESSEE's Personal Property.** (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property.

(b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. LESSEE hereby irrevocably constitutes and appoints the OWNER as its special attorney-in-fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.

(c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released from liability for intentional or grossly negligent acts or omissions of the OWNER or its employees.

**Section 14. Owner Objections to Event Content and Advertising.** Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

**Section 15. Public Announcements.** OWNER reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may



relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER. LESSEE agrees to submit, in typed form, all public announcements which LESSEE intends to make. LESSEE agrees not make any public announcements in connection with the Event in other locations which OWNER, in its sole discretion, considers to be in competition with the Facility without OWNER's written approval.

**Section 16. Broadcast.** The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording.

**Section 17. Right to Inspect.** OWNER and its designees shall have the right at all times to enter the Facility to examine the same and to perform OWNER's duties. OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right to eject any person or persons during an Event. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

**Section 18. Default.** (a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) Either party defaults in the performance or observance of any term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of thirty (30) days after service by the other party of written notice of such default;

(iii) Either party defaults in the performance or observance of a term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30)-day period after service of a notice of default, and such default continues beyond the end of the 30-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

(iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by LESSEE of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by LESSEE hereunder.

**Section 19. Termination.**

(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

(ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

(iii) Either party may terminate this Agreement (i) in the event of a default by the other party, as set forth in section 18 (ii) through (iv) following fourteen (14) days written notice to terminate.

(b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

**Section 20. Remedies.** (a) Upon an event of termination, LESSEE's right to the use of the Facility, and all other rights or privileges of LESSEE provided for under this Agreement shall end and OWNER shall have no further obligation of any kind to LESSEE.

(b) Upon an event of termination of this Agreement, LESSEE shall immediately pay to OWNER the sum of (i) all unpaid Lease Fees, (ii) all other charges due hereunder, (iii) all reimbursable costs and expenses incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property and, (iv) all attorneys' fees and expenses, including any costs of litigation incurred in connection or arising from the termination.

(c) It is specifically acknowledged and agreed that upon any termination the Lease Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due. In the event the Premises is re-Leased, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the Lease Fee provided for by the re-leasing agreement and the Lease Fee herein reserved.

(d) Upon an event of termination, and as an alternative to the OWNER's rights set forth in the subparagraphs above, OWNER may, in its sole discretion, demand as a form of liquidated damages but not as a penalty, which LESSEE will immediately pay to OWNER, a sum equal to the full Lease Fee. The sums set forth above are specifically agreed and admitted as a reasonable, fair and necessary to compensate OWNER for anticipated losses in Lease Fees, reasonable costs, fees and expenses incurred in relation to having to re-lease the Arena, and other actual damages. Such liquidated damages shall be exclusive of court costs or attorney fees incurred if OWNER must pursue collections of delinquent LESSEE Fees.

(e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

**Section 21. Production Requirements.** LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval

by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

**Section 22. Property Restriction.** LESSEE shall not use, or permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;

c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshal.

d. To provide an intermission of not less than fifteen (15) minutes during every public performance which is in excess of one hour duration, except religious services, unless otherwise agreed upon by the OWNER.

e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

**Section 23. Content Restrictions and Right to Control Facility.** (i) No performance, exhibition or entertainment shall be given or held in the Facility which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the OWNER to be indecent, obscene, immoral, or in any manner publicly offensive, OWNER shall have the authority to stop such event or to demand the removal of the objectionable subject. If the OWNER should exercise its prerogative hereunder, all Lease Fees and other costs and expenses due to OWNER will remain the property of the OWNER and any unpaid charges arising under this Agreement shall be considered payable to OWNER. (ii) OWNER reserves the right to eject or cause to be ejected from the Facility any person or persons acting in contravention to this provision. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph. (iii) Any artisans or workmen employed by LESSEE and may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or improper conduct. Refusal of entrance by OWNER shall be without liability on the part of OWNER or its employees, agents and representatives.

**Section 24. Lawful Activity.** In carrying out its obligations under this Agreement, LESSEE shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and those established by the OWNER. The LESSEE will not do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will immediately desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or Leases required of it by said laws, ordinances, rules and regulations

**Section 25. Insurance.** LESSEE shall furnish the OWNER not less than ten (10) days in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of comprehensive general liability insurance, in which the LESSEE is named as an insured and the OWNER as an additional insured, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not combined with any insurance maintained by OWNER and may not be canceled prior to the conclusion of the Term. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. LESSEE waives any right of subrogation against OWNER in connection with any insurance proceeds received by or due to OWNER.

**Section 26. Indemnification.** LESSEE agrees to conduct its activities upon or within the Facility so as not to endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agent's members or guests. LESSEE will not do or permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

**Section 27. Liens.** The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other charges incidental to the use and occupation of the Premises and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

**Section 28. Event Cancellation.** OWNER has, at all times, final approval and control over any decision or decisions related to the cancellation of the Event and/or decision to refund in the event developments, other than those previously mentioned, warrant. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER.

**Section 29. Copyright.** (i) The LESSEE agrees to assume full responsibility for complying with, and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage arising out of any claim for violation of, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.), as amended, Trademark Act of 1946, as amended and any other Federal and State laws applicable to the use of intellectual property, and any regulations issued there under, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.

(ii) LESSEE further agrees to furnish to OWNER, upon demand, proof of authorization of use by copyright and trademark owners or their representatives and, if unable to do so, hereby grants to OWNER the right to withhold a reasonable amount from those amounts due to LESSEE, in order to hold OWNER harmless from any and all said claims, losses or expenses incurred with regard thereto.

(iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and

interest, in and to all intellectual property held by the party, or Leased to the party, and the other party is granted no right, title, interest, or Lease in or to such other party's intellectual property rights. Notwithstanding the foregoing, LESSEE grants to OWNER the right to use images and depictions of the Event or Event advertising as part of Lessor's marketing, promotion and advertising of its Facilities and/or the advertising opportunities available therein.

**Section 30. LESSEE's Assurance** LICENSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

**Section 31. Property Rights.** Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER, the costs of which LESSEE shall reimburse to the OWNER in addition to the Lease Fee and any others expenses, charges and fees required of the LESSEE. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.

**Section 32. Assignment.** The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

**Section 33. Charitable Collections.** No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

**Section 34. Ingress/Egress.** All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

**Section 35. Parking.** OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

**Section 36. Interruptions.** OWNER shall retain the right to cause the interruption of the Event in the interest of public safety, and to likewise cause the termination of the Event when, in the sole judgment of the OWNER based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

**Section 37. Force Majeure.** In the event the Facility, or any part thereof, shall be destroyed or damaged by any cause beyond the control of the parties, or such events beyond the control of the parties prevents the fulfillment of this Lease by the OWNER impossible including, but without limitation thereto, flood, earthquake, acts of God, failure of utilities, the requisitioning of the premises by any governmental agency, riot, public disorder, violent demonstrations, civil commotion, pandemic, labor dispute between the OWNER and its employees, agents, contractors or subcontractor, and other unforeseeable circumstances beyond the control of the parties which the affected party cannot avoid even by using its best efforts, then this Lease shall terminate and the Lessee shall pay rental for said premises only up to the date of such termination. LESSEE hereby waives any claims for damages or compensation, demands, and causes of action it may have against the OWNER should this Lease be so terminated.

**Section 38. Medical Services-Ambulances.** It is further agreed that if LESSEE or its agents, representatives, managers, employers, players, performers, or participants in or about the Facility during the term of this Agreement shall at anytime accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about the Facility, even though such service or services be made available or be obtained through the OWNER or any of its agents or representatives or equipment, the LESSEE accepts full responsibility for the act and conduct, or services rendered, of any physician or surgeon or ambulance service or other services, and will hold the OWNER harmless from all responsibility or liability.

**Section 39. Rules and Regulations for Facility Use.** OWNER shall retain at all times the right to manage, operate and regulate the use of the Facility. By way of this Agreement, OWNER does not relinquish control or security of the Facility and shall always have all right to inspect and patrol the Facility and all locations. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility. LESSEE agrees to abide by all such rules and regulations as adopted by OWNER.

**Section 40. Miscellaneous.**

**a. Situs.** The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

**b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**c. No Agency.** Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.

**d. Waivers and Modifications.** No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

**e. Entire Agreement.** This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

**f. Attorney Fees and Costs.** In the event of default by LESSEE to any terms of this Agreement, the LESSEE shall be liable to the non-defaulting party for all reasonable attorney's fees, costs and other legal expenses incurred as a result therefrom.

**g. Force and Effect.** This Agreement shall have no force or effect unless fully executed and may be executed in counterparts.

**h. Severability.** If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

**i. Authority to Sign.** The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make,

deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

**j. Owner Naming Rights.** LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of Owner.

**k. Impermissible Provisions Notice.** The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

**l. Gun and Weapon Notice.** By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to (not allow/allow) any weapons of any kind into facility during the term of this Lease agreement.

SIGNATURE PAGE

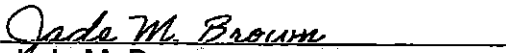
IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the 13<sup>th</sup> day of July, 2023, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY:  \_\_\_\_\_

TITLE: MAYOR

LESSEE: MAMMOTH, INC

BY:  \_\_\_\_\_  
Jade M. Brown

TITLE: Director of Business & Legal Affairs



Mammoth, INC  
1520 Haskell Avenue  
Lawrence, KS 66044  
Attn: Jeff Fortier

Dear Jeff:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven ("Licensor") and Mammoth, INS ("MAM") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring Goo Goo Dolls on September 20, 2023 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and MAM have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

1. All income to be split 50-50 between Licensor and MAM, which includes:
  - MAM promoter profit
  - Net Rent
  - Net venue Ticketmaster Royalty fee
  - Net Merchandise
  - Net Food & Beverage
2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of MAM which (i) is designated confidential or proprietary or (ii) MAM reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of MAM. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify MAM of such requirement so that MAM may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or MAM waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaven

By:

Title:

*Davey McCallister*  
Mayor

ACCEPTED AND AGREED:

*Jade M. Brown*

By: Jade M. Brown

Title: Director of Business & Legal Affairs

## **BANKPLUS AMPHITHEATER** *Facility Use Lease Agreement*

This Agreement, is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven hereinafter referred to as "OWNER" and Mammoth, INC. of 1520 Haskell Ave | Lawrence, KS 66044 hereinafter referred to as "LESSEE."

**WHEREAS**, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter the Facility) and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

**WHEREAS**, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

**WHEREAS**, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

**WHEREAS**, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

**NOW, THEREFORE**, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

**Section 1. Premises.** OWNER does hereby Lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE stipulates that it has examined and inspected the Facility and has found its physical condition and lay-out to be satisfactory. LESSEE acknowledges that the taking of possession of the Facility shall be conclusive evidence of LESSEE's acceptance of the Facility as safe, sanitary and in good repair.

**Section 2. Use.** LESSEE shall have use of the Facility for the following purpose: Goo Goo Dolls in Concert (hereinafter the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible.

**Section 3. Term.** The term of this Agreement commences at 7 o'clock A.M. on the 20<sup>th</sup> day of September 2023 and terminates at 2 o'clock A.M. on the 21<sup>st</sup> day of September 2023 (hereinafter the Term).

#### **Section 4. Lease Fee.**

(i) LESSEE agrees to pay the OWNER a fee (hereinafter the Lease Fee) for the use of the Premises in the amount of \$32,500.00, in the following manner and on the basis and terms set forth below:

**(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)**

(ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, Leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.

(iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

**Section 5. Security Deposit.** LESSEE shall pay to OWNER the non-refundable sum of \$ N/A, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

**Section 6. Damage Deposit.** LESSEE shall provide to Owner a damage deposit of \$ N/A. The damage deposit shall be withheld from the initial settlement of funds, as set forth in section 7 and, thereafter said deposit, less the cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within 10 days following the termination of this Agreement. Notwithstanding the payment of this deposit, LESSEE shall have an unconditional liability to pay for any damages LESSEE causes to the Facility and any deficiency in the said deposit will not affect this liability.

**Section 7. Settlement.** (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including, but limited to, any damages which OWNER is entitled by reason of any breach of the terms hereof.

(ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing submitted within five (5) days of receipt thereof, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within five (5) days the final settlement statement shall be deemed true and correct.

(iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.

(iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.

**Section 8. Late Payments.** (a) Any License Fee, cost, expense or sum due from LICENSEE which is not received within thirty (30) days from the date shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or others reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.

**Section 9. Overtime.** In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2500.00 for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

**Section 10. Tickets.**

(i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).

(ii) Ticket sales shall be at such places as OWNER, in its sole discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.

(iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. All such monies shall be the rightful property of the OWNER for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts due, or to become due, to the OWNER.

(iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.

(v) Ticket prices will include a 3% State Sales Tax, unless LESSEE secures an exemption in writing from the State of Mississippi.

(vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage based Lease Fee. LICENSEE shall furnish to the OWNER thirty (30) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.

(vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and

receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

**Section 11. Operating Personnel, Services and Equipment.**

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER.

(ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.

(iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.

**Section 12. Novelties/Concessions.**

(i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs; (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.

(ii) OWNER grants LESSEE (artist) the right to sell, disburse, artist merchandise, LESSEE (artist) shall pay OWNER the amount of **20%** of the gross receipts, less taxes due, from said sales.

**Section 13. LESSEE's Personal Property.** (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property.

(b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. LESSEE hereby irrevocably constitutes and appoints the OWNER as its special attorney-in-fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.

(c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released from liability for intentional or grossly negligent acts or omissions of the OWNER or its employees.

**Section 14. Owner Objections to Event Content and Advertising.** Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

**Section 15. Public Announcements.** OWNER reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may

relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER. LESSEE agrees to submit, in typed form, all public announcements which LESSEE intends to make. LESSEE agrees not make any public announcements in connection with the Event in other locations which OWNER, in its sole discretion, considers to be in competition with the Facility without OWNER's written approval.

**Section 16. Broadcast.** The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording.

**Section 17. Right to Inspect.** OWNER and its designees shall have the right at all times to enter the Facility to examine the same and to perform OWNER's duties. OWNER and its Police and Fire Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right to eject any person or persons during an Event. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

**Section 18. Default.** (a) A default of this Agreement shall be deemed to have occurred hereunder if:

(i) LESSEE fails to pay the Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.

(ii) Either party defaults in the performance or observance of any term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of thirty (30) days after service by the other party of written notice of such default;

(iii) Either party defaults in the performance or observance of a term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30)-day period after service of a notice of default, and such default continues beyond the end of the 30-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;

(iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.

(b) No waiver by either party of any default or breach by LESSEE of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by LESSEE hereunder.

**Section 19. Termination.**

(a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.

(ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

(iii) Either party may terminate this Agreement (i) in the event of a default by the other party, as set forth in section 18 (ii) through (iv) following fourteen (14) days written notice to terminate.

(b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

**Section 20. Remedies.** (a) Upon an event of termination, LESSEE's right to the use of the Facility, and all other rights or privileges of LESSEE provided for under this Agreement shall end and OWNER shall have no further obligation of any kind to LESSEE.

(b) Upon an event of termination of this Agreement, LESSEE shall immediately pay to OWNER the sum of (i) all unpaid Lease Fees, (ii) all other charges due hereunder, (iii) all reimbursable costs and expenses incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property and, (iv) all attorneys' fees and expenses, including any costs of litigation incurred in connection or arising from the termination.

(c) It is specifically acknowledged and agreed that upon any termination the Lease Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due. In the event the Premises is re-Leased, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the Lease Fee provided for by the re-leasing agreement and the Lease Fee herein reserved.

(d) Upon an event of termination, and as an alternative to the OWNER's rights set forth in the subparagraphs above, OWNER may, in its sole discretion, demand as a form of liquidated damages but not as a penalty, which LESSEE will immediately pay to OWNER, a sum equal to the full Lease Fee. The sums set forth above are specifically agreed and admitted as a reasonable, fair and necessary to compensate OWNER for anticipated losses in Lease Fees, reasonable costs, fees and expenses incurred in relation to having to re-lease the Arena, and other actual damages. Such liquidated damages shall be exclusive of court costs or attorney fees incurred if OWNER must pursue collections of delinquent LESSEE Fees.

(e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.

**Section 21. Production Requirements.** LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval



by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

**Section 22. Property Restriction.** LESSEE shall not use, or permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;

b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;

c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshal.

d. To provide an intermission of not less than fifteen (15) minutes during every public performance which is in excess of one hour duration, except religious services, unless otherwise agreed upon by the OWNER.

e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

**Section 23. Content Restrictions and Right to Control Facility.** (i) No performance, exhibition or entertainment shall be given or held in the Facility which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof, be deemed by the OWNER to be indecent, obscene, immoral, or in any manner publicly offensive, OWNER shall have the authority to stop such event or to demand the removal of the objectionable subject. If the OWNER should exercise its prerogative hereunder, all Lease Fees and other costs and expenses due to OWNER will remain the property of the OWNER and any unpaid charges arising under this Agreement shall be considered payable to OWNER. (ii) OWNER reserves the right to eject or cause to be ejected from the Facility any person or persons acting in contravention to this provision. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph. (iii) Any artisans or workmen employed by LESSEE and may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or improper conduct. Refusal of entrance by OWNER shall be without liability on the part of OWNER or its employees, agents and representatives.

**Section 24. Lawful Activity.** In carrying out its obligations under this Agreement, LESSEE shall comply with all rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and those established by the OWNER. The LESSEE will not do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will immediately desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or Leases required of it by said laws, ordinances, rules and regulations

**Section 25. Insurance.** LESSEE shall furnish the OWNER not less than ten (10) days in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of comprehensive general liability insurance, in which the LESSEE is named as an insured and the OWNER as an additional insured, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not combined with any insurance maintained by OWNER and may not be canceled prior to the conclusion of the Term. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. LESSEE waives any right of subrogation against OWNER in connection with any insurance proceeds received by or due to OWNER.

**Section 26. Indemnification.** LESSEE agrees to conduct its activities upon or within the Facility so as not to endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agent's members or guests. LESSEE will not do or permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

**Section 27. Liens.** The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other charges incidental to the use and occupation of the Premises and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

**Section 28. Event Cancellation.** OWNER has, at all times, final approval and control over any decision or decisions related to the cancellation of the Event and/or decision to refund in the event developments, other than those previously mentioned, warrant. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER.

**Section 29. Copyright.** (i) The LESSEE agrees to assume full responsibility for complying with, and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage arising out of any claim for violation of, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.), as amended, Trademark Act of 1946, as amended and any other Federal and State laws applicable to the use of intellectual property, and any regulations issued there under, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.

(ii) LESSEE further agrees to furnish to OWNER, upon demand, proof of authorization of use by copyright and trademark owners or their representatives and, if unable to do so, hereby grants to OWNER the right to withhold a reasonable amount from those amounts due to LESSEE, in order to hold OWNER harmless from any and all said claims, losses or expenses incurred with regard thereto.

(iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and

interest, in and to all intellectual property held by the party, or Leased to the party, and the other party is granted no right, title, interest, or Lease in or to such other party's intellectual property rights. Notwithstanding the foregoing, LESSEE grants to OWNER the right to use images and depictions of the Event or Event advertising as part of Lessor's marketing, promotion and advertising of its Facilities and/or the advertising opportunities available therein.

**Section 30. LESSEE's Assurance** LICENSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.

**Section 31. Property Rights.** Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER, the costs of which LESSEE shall reimburse to the OWNER in addition to the Lease Fee and any others expenses, charges and fees required of the LESSEE. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.

**Section 32. Assignment.** The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment unless assignment is approved in writing and affixed to this Agreement.

**Section 33. Charitable Collections.** No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

**Section 34. Ingress/Egress.** All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

**Section 35. Parking.** OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

**Section 36. Interruptions.** OWNER shall retain the right to cause the interruption of the Event in the interest of public safety, and to likewise cause the termination of the Event when, in the sole judgment of the OWNER based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

**Section 37. Force Majeure.** In the event the Facility, or any part thereof, shall be destroyed or damaged by any cause beyond the control of the parties, or such events beyond the control of the parties prevents the fulfillment of this Lease by the OWNER impossible including, but without limitation thereto, flood, earthquake, acts of God, failure of utilities, the requisitioning of the premises by any governmental agency, riot, public disorder, violent demonstrations, civil commotion, pandemic, labor dispute between the OWNER and its employees, agents, contractors or subcontractor, and other unforeseeable circumstances beyond the control of the parties which the affected party cannot avoid even by using its best efforts, then this Lease shall terminate and the Lessee shall pay rental for said premises only up to the date of such termination. LESSEE hereby waives any claims for damages or compensation, demands, and causes of action it may have against the OWNER should this Lease be so terminated.

**Section 38. Medical Services-Ambulances.** It is further agreed that if LESSEE or its agents, representatives, managers, employers, players, performers, or participants in or about the Facility during the term of this Agreement shall at anytime accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about the Facility, even though such service or services be made available or be obtained through the OWNER or any of its agents or representatives or equipment, the LESSEE accepts full responsibility for the act and conduct, or services rendered, of any physician or surgeon or ambulance service or other services, and will hold the OWNER harmless from all responsibility or liability.

**Section 39. Rules and Regulations for Facility Use.** OWNER shall retain at all times the right to manage, operate and regulate the use of the Facility. By way of this Agreement, OWNER does not relinquish control or security of the Facility and shall always have all right to inspect and patrol the Facility and all locations. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility. LESSEE agrees to abide by all such rules and regulations as adopted by OWNER.

**Section 40. Miscellaneous.**

**a. Situs.** The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.

**b. Paragraph Headings.** The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**c. No Agency.** Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.

**d. Waivers and Modifications.** No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.

**e. Entire Agreement.** This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.

**f. Attorney Fees and Costs.** In the event of default by LESSEE to any terms of this Agreement, the LESSEE shall be liable to the non-defaulting party for all reasonable attorney's fees, costs and other legal expenses incurred as a result therefrom.

**g. Force and Effect.** This Agreement shall have no force or effect unless fully executed and may be executed in counterparts.

**h. Severability.** If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

**i. Authority to Sign.** The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make,

deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

**j. Owner Naming Rights.** LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of Owner.

**k. Impermissible Provisions Notice.** The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

**l. Gun and Weapon Notice.** By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to (not allow/allow) any weapons of any kind into facility during the term of this Lease agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the 13<sup>th</sup> day of July, 2023, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

BY: 

TITLE: MAYOR

LESSEE: MAMMOTH, INC

BY:   
Jade M. Brown

TITLE: Director of Business & Legal Affairs



## The City of Southaven Docket Recap

### JULY 18, 2023

<b>General Fund</b>		<b>2,081,259.07</b>
	Balance Sheet	13,795.68
	Mayor Admin	-
	Board of Aldermen	-
	Arts And Cultural Affairs	855.00
	Court	284,669.57
	Finance & Administration	455.55
	Information Technology	40,667.30
	City Clerk	3,121.30
	Operations Department	1,872.63
	Planning & Engineering	19,933.24
	Emergency Services	1,183.56
	Police	110,563.27
	Fire	129,735.99
	Fire Prevention	474.75
	EMS	29,260.55
	Public Works	14,470.50
	Streets	6,486.11
	Parks	1,166,066.53
	Park Tournaments	113,843.56
	Code Enforcement	1,719.37
	City Fuel	-
	Expense Accounts	113,104.31
	Administrative Expenses	-
	Litigation	28,980.30
	Liability Insurance	-
	Professional Dues	-
	<b>Bond Funded CAP Proj</b>	<b>35,893.45</b>
	<b>Tourist &amp; Convention</b>	<b>44,804.12</b>
	<b>Debt Service</b>	<b>-</b>
	<b>Utility Fund</b>	<b>449,217.08</b>
	<b>Sanitation Fund</b>	<b>275,597.00</b>
	<b>Payroll Fund</b>	<b>261,797.47</b>
	<b>DOCKET TOTAL</b>	<b>3,148,568.19</b>

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
0010		GENERAL FUND						
0010	500700			RECREATIONAL FEES				
037980	LEWIS ADRIAN	7-5-23	0	2023 10 INV A	55.00	C-071823	4U SOCCER REFUND-MO	
				ACCOUNT TOTAL	55.00			
		ORG 0010		TOTAL	55.00			
120		FOREVER YOUNG		SENIOR SERVIES				
120	622100			PROFESSIONAL FEES				
013370	CAIN, MARY	6-2023	0	2023 10 INV A	240.00	C-071823	LINE DANCE CLASS	
017272	PERKINS WENDY	629-23	0	2023 10 INV A	255.00	C-071823	AEROBIC INST	
019872	CULLEY DIANNE	705-23	0	2023 10 INV A	60.00	C-071823	YOGA INST	
021019	CAIN LINDA A	626-23	0	2023 10 INV A	60.00	C-071823	LINE DANCE INST	
028876	BURCH DEBORA	627-23	0	2023 10 INV A	240.00	C-071823	YOGA CLASS	
				ACCOUNT TOTAL	855.00			
		ORG 120		TOTAL	855.00			
125		COURT DEPARTMENT						
125	621500			COURT BOND REFUND				
037958	FISHER CHAD ANTHONY	6-30-23	0	2023 10 INV A	200.00	C-071823	CASH BOND REFUND	
037959	BARRINGER MICHAEL AL	6-30-23	0	2023 10 INV A	800.00	C-071823	CASH BOND REFUND	
037960	CAMP CHARLES DEVEN	6-30-23	0	2023 10 INV A	300.00	C-071823	CASH BOND REFUND	
037961	BRUINS TONY THEO JR	6-30-23	0	2023 10 INV A	147.00	C-071823	CASH BOND REFUND	
037981	COLEMAN JR JEROME	7-10-23	0	2023 10 INV A	47.00	C-071823	CASH BOND REFUND	
				ACCOUNT TOTAL	1,494.00			
125	621501			COURT FINES				
000955	STATE TREASURER	7-3-23	0	2023 10 INV A	258,868.06	C-071823	MONTHLY STATE ASSES	
000962	CRIME STOPPERS	7-3-23	0	2023 10 INV A	3,654.88	C-071823	MONTHLY CRIME STOPP	
000963	DEPT OF PUBLIC SAFET	7-3-2023	0	2023 10 INV A	12,813.83	C-071823	MONTHLY IWRCP ASSES	
000963	DEPT OF PUBLIC SAFET	7-3-23	0	2023 10 INV A	4,854.58	C-071823	MONTHLY IGNITION IN	
					<b>17,668.41</b>			
036201	ATTORNEY GENERAL'S	7-3-23	0	2023 10 INV A	374.46	C-071823	MONTHLY HUMAN TRAFF	
				ACCOUNT TOTAL	280,565.81			



FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
125	621505								
000403	LAWRENCE PRINTING CO 75637	0	2023 10	INV	A	1,241.46	C-071823	UNIFORM TRAFFIC TIC	
007600	ODP BUSINESS 315246929001	0	2023 10	INV	A	41.73	C-071823	COUNTERFEIT PENS, K	
007600	ODP BUSINESS 315251559001	0	2023 10	INV	A	9.99	C-071823	SCISSORS	
007600	ODP BUSINESS 316719063001	0	2023 10	INV	A	96.72	C-071823	TONER	
007600	ODP BUSINESS 320216101001	0	2023 10	INV	A	30.86	C-071823	FILE FOLDER LABELS	
007600	ODP BUSINESS 320216535001	0	2023 10	INV	A	96.72	C-071823	TONER	
						<b>276.02</b>			
019545	TRANSUNION RISK & AL 202306-1	0	2023 10	INV	A	175.00	C-071823	6452620-202306-1 MO	
029120	YOUNG LEASING CO INV6399048	0	2023 10	INV	A	296.83	C-071823	COURT OFFICE COPIER	
030629	AMAZON CAPITAL 1F9QR1MV34V4	0	2023 10	INV	A	236.18	C-071823	FLOOR MATS	
						ACCOUNT TOTAL		2,225.49	
125	622100								
029556	PATEL HITEN H 6-30-23	0	2023 10	INV	A	200.00	C-071823	SPECIAL PROSECUTOR	
						ACCOUNT TOTAL		200.00	
						ORG 125 TOTAL		284,485.30	
145	610400								
007600	ODP BUSINESS 318737459001	0	2023 10	INV	A	66.13	C-071823	CASE OF PAPER	
030629	AMAZON CAPITAL 1FPNGFL96HR3	0	2023 10	INV	A	14.39	C-071823	OFFICE SUPPLIES	
						ACCOUNT TOTAL		80.52	
						ORG 145 TOTAL		80.52	
150	610500								
005044	LOWE'S HOME CENTERS, 7-15-23	0	2023 10	INV	A	61.70	C-071823	LOWES STMT 7/15/23	
019694	MID-SOUTH TELECOM 77497	0	2023 10	INV	A	95.00	C-071823	WIRELESS BRIDGE REM	
019694	MID-SOUTH TELECOM 77499	0	2023 10	INV	A	95.00	C-071823	WATER DEPT NIGHT BU	
019694	MID-SOUTH TELECOM 77502	0	2023 10	INV	A	101.75	C-071823	RECORDS SIDE CAR RE	
						<b>291.75</b>			
024507	MONOPRICE INC 23572767	0	2023 10	INV	A	377.80	C-071823	SURGE PROTECTOR STO	
026785	BEST BUY 7128579	0	2023 10	INV	A	89.99	C-071823	WIRELESS KEYBOARD C	
026785	BEST BUY 7145310	0	2023 10	INV	A	34.99	C-071823	USB-C ENCLOSURE (TO	
026785	BEST BUY 7146732	0	2023 10	INV	A	459.98	C-071823	MONITORS FOR PLANNI	
026785	BEST BUY 7146733	0	2023 10	INV	A	39.98	C-071823	MONITOR CABLES FOR	

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD:	2022/1	TO	2023/10							
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
026785 BEST BUY		7158814	0	2023 10	INV A	449.99	C-071823	PRINTER FOR HR-MCRE		
						1,074.93				
030629 AMAZON CAPITAL		11LVWF4YJ17L	0	2023 10	INV A	28.98	C-071823	FAN FOR ARENA SERVE		
030629 AMAZON CAPITAL		1KXYCD1W66C6	0	2023 10	INV A	195.02	C-071823	RACK FOR SNOWDEN		
						224.00				
				ACCOUNT TOTAL		2,030.18				
150 610550				NETWORK CONNECTIVITY						
000952 TYLER TECHNOLOGIES		45-427074	0	2023 10	INV A	14,263.00	C-071823	QUARTERLY PAYMENT		
007817 PROTECH SYSTEMS		SVC58700	0	2023 10	INV A	2,257.00	C-071823	DISASTER RECOVERY B		
030629 AMAZON CAPITAL		1GQPDKKRVMJH	0	2023 10	INV A	94.95	C-071823	SWITCHES FOR SCADA		
				ACCOUNT TOTAL		16,614.95				
150 611300				MOTOR VEH REPAIRS/MAINT						
029563 LANDERS FORD SOUTH		151935	0	2023 10	INV A	712.75	C-071823	VEHICLE REPAIRS EXP		
				ACCOUNT TOTAL		712.75				
150 626900				TRAVEL & TRAINING						
036075 OKTA INC		INV212744	23000328	2023 10	INV A	6,000.00	C-071823	IT ONLINE OKTA TRAI		
				ACCOUNT TOTAL		6,000.00				
				ORG 150 TOTAL		25,357.88				
155 610401				CITY CLERK						
007600 ODP BUSINESS		317530501001	0	2023 10	INV A	45.35	C-071823	TRASH BAGS & INVENT		
020454 DIRECTFX		M50830	0	2023 10	INV A	373.00	C-071823	RECEIPT BOOKS		
				ACCOUNT TOTAL		418.35				
155 622100				PROFESSIONAL SERVICES						
029120 YOUNG LEASING CO		INV6400339	0	2023 10	INV A	244.71	C-071823	AAA52195- CITY CLER		
029120 YOUNG LEASING CO		INV6400340	0	2023 10	INV A	32.22	C-071823	AAA63652-BUSINESS L		
029120 YOUNG LEASING CO		INV6409614	0	2023 10	INV A	242.35	C-071823	AAA110313 PRESSURE		
						519.28				
				ACCOUNT TOTAL		519.28				
155 625700				TELEPHONE & POSTAGE						
000971 PITNEY BOWES GLOBAL		7-5-23	0	2023 10	INV A	1,500.00	C-071823	POSTAGE-CITY CLERK		

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL	1,500.00		
155	626100				ADVERTISING			
	001185	DESOTO TIMES-TRIBUNE	300153775	0	2023 10 INV A	77.20	C-071823	REVISION CODE OF OR
					ACCOUNT TOTAL	77.20		
					ORG 155 TOTAL	2,514.83		
160	611000	FACILITIES			MATERIALS			
160	001102	SOUTHAVEN SUPPLY	190072	0	2023 10 INV A	496.10	C-071823	MATERIALS
	001104	SHERWIN WILLIAMS SOU	7639-9	0	2023 10 INV A	6.79	C-071823	PAINT MATERIALS
	005044	LOWE'S HOME CENTERS, 7-15-23		0	2023 10 INV A	527.05	C-071823	LOWES STMT 7/15/23
	013367	WOODSON & BOZEMAN	3254717	0	2023 10 INV A	362.13	C-071823	HVAC MATERIALS
	022719	UMB CARD SERVICES	7-01-23-0044	0	2023 10 INV A	120.70	C-071823	UMB CREDIT CARD PYM
	028212	UNITED REFRIGERATION	90936015	0	2023 10 INV A	50.64	C-071823	HVAC MATERIAL
	028212	UNITED REFRIGERATION	90999995	0	2023 10 INV A	22.55	C-071823	HVAC MATERIAL
	028212	UNITED REFRIGERATION	91041049	0	2023 10 INV A	20.81	C-071823	HVAC MATERIAL
	028212	UNITED REFRIGERATION	91049361	0	2023 10 INV A	39.46	C-071823	HVAC MATERIAL
	028212	UNITED REFRIGERATION	91060675	0	2023 10 INV A	63.71	C-071823	HVAC MATERIALS
	028212	UNITED REFRIGERATION	91113375	0	2023 10 INV A	4.11	C-071823	HVAC MATERIAL
						201.28		
	033593	CHEROKEE BUILDING MA	95021458	0	2023 10 INV A	122.88	C-071823	BUILDING MATERIALS
					ACCOUNT TOTAL	1,836.93		
160	630400				MACHINERY & EQUIPMENT			
	005044	LOWE'S HOME CENTERS, 7-15-23		0	2023 10 INV A	6.64	C-071823	LOWES STMT 7/15/23
					ACCOUNT TOTAL	6.64		
					ORG 160 TOTAL	1,843.57		
180	610400	PLANNING / ENGINEERING DEPT			OFFICE SUPPLIES			
180	006685	DEX IMAGING	AR9677687	0	2023 10 INV A	7.33	C-071823	CODE ENF
	006685	DEX IMAGING	AR9677690	0	2023 10 INV A	69.90	C-071823	CODE ENF & BLDG
						77.23		
					ACCOUNT TOTAL	77.23		
180	622100				PROFESSIONAL FEES			
	004641	ESRI	94505934	0	2023 10 INV A	2,015.26	C-071823	ARC GIS

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
018221 CIVIL-LINK, LLC	80320	0	2023 10	INV	A	804.77	C-071823	TCHULAHOMA CURVE RE	
018221 CIVIL-LINK, LLC	80328	0	2023 10	INV	A	15,000.00	C-071823	STAFF SERV	
						<b>15,804.77</b>			
						ACCOUNT TOTAL		17,820.03	
			ORG 180		TOTAL			17,897.26	
211								POLICE DEPARTMENT	
211	610100							CLEANING SUPPLIES	
007823 AMERICAN PAPER & TWI	4674216	0	2023 10	INV	A	603.90	C-071823	PAPER TOWELS & TOIL	
007823 AMERICAN PAPER & TWI	4677398	0	2023 10	INV	A	35.88	C-071823	HAND SOAP REFILL (P	
						<b>639.78</b>			
						ACCOUNT TOTAL		639.78	
211	610400							OFFICE SUPPLIES	
007600 ODP BUSINESS	317352265001	0	2023 10	INV	A	159.54	C-071823	JUMP DRIVES	
007600 ODP BUSINESS	317354242001	0	2023 10	INV	A	68.70	C-071823	WEST SUPPLIES	
007600 ODP BUSINESS	317471016001	0	2023 10	INV	A	282.18	C-071823	OFFICE SUPPLIES	
007600 ODP BUSINESS	319519702001	0	2023 10	INV	A	70.95	C-071823	OFFICE SUPPLIES	
007600 ODP BUSINESS	319522017001	0	2023 10	INV	A	40.23	C-071823	OFFICE SUPPLIES	
007600 ODP BUSINESS	319526549001	0	2023 10	INV	A	56.91	C-071823	WEST SUPPLIES	
007600 ODP BUSINESS	319583410001	0	2023 10	INV	A	52.68	C-071823	BUS CARDS	
						<b>731.19</b>			
030629 AMAZON CAPITAL	13WC69Y674VC	0	2023 10	INV	A	52.96	C-071823	KEYBOARD WEST	
030629 AMAZON CAPITAL	1YCMRLMMTLDF	0	2023 10	INV	A	519.20	C-071823	PRO MINI WEST	
						<b>572.16</b>			
						ACCOUNT TOTAL		1,303.35	
211	611000							MATERIALS	
005044 LOWE'S HOME CENTERS, 7-15-23		0	2023 10	INV	A	454.10	C-071823	LOWES STMT 7/15/23	
						ACCOUNT TOTAL		454.10	
211	611300							MAINTENANCE VEHICLES	
000883 AMERICAN TIRE REPAIR	165510	0	2023 10	INV	A	171.00	C-071823	1 TIRE	
000883 AMERICAN TIRE REPAIR	165615	0	2023 10	INV	A	151.55	C-071823	TIRES FOR MOWER	
000883 AMERICAN TIRE REPAIR	165875	0	2023 10	INV	A	752.45	C-071823	6 TIRES	
						<b>1,075.00</b>			
000887 JIMMY GRAY CHEVROLET	PCP-704095	0	2023 10	INV	A	44.24	C-071823	3089 PARTS	
001102 SOUTHAVEN SUPPLY	181323	0	2023 10	INV	A	4.98	C-071823	KEYS	

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001102 SOUTHAVEN SUPPLY	181367	0	2023 10	INV	A	97.71	C-071823	SHOP PARTS	
001102 SOUTHAVEN SUPPLY	183678	0	2023 10	INV	A	59.99	C-071823	SHOP SUPPLIES	
						<b>162.68</b>			
001114 UNION AUTO PARTS	2619335	0	2023 10	INV	A	458.95	C-071823	3225 FAN	
001114 UNION AUTO PARTS	2619793	0	2023 10	INV	A	318.70	C-071823	3087 PARTS	
001114 UNION AUTO PARTS	2620705	0	2023 10	INV	A	212.52	C-071823	3113 PARTS	
001114 UNION AUTO PARTS	2620898	0	2023 10	INV	A	61.01	C-071823	3087 BELT	
001114 UNION AUTO PARTS	2621344	0	2023 10	INV	A	335.45	C-071823	SHOP PARTS	
001114 UNION AUTO PARTS	2621781	0	2023 10	INV	A	89.58	C-071823	3202 COIL	
001114 UNION AUTO PARTS	2621801	0	2023 10	INV	A	131.14	C-071823	3074 BRAKES	
001114 UNION AUTO PARTS	2621827	0	2023 10	INV	A	306.48	C-071823	SHOP PARTS	
001114 UNION AUTO PARTS	2622469	0	2023 10	INV	A	349.30	C-071823	2270 BATTERY	
001114 UNION AUTO PARTS	2625457	0	2023 10	INV	A	221.18	C-071823	3192 BATTERY	
001114 UNION AUTO PARTS	2626367	0	2023 10	INV	A	226.38	C-071823	SHOP PARTS	
						<b>2,710.69</b>			
001150 NAPA GENUINE PARTS C	860206	0	2023 10	INV	A	86.55	C-071823	SHOP PARTS	
001150 NAPA GENUINE PARTS C	860337	0	2023 10	INV	A	447.84	C-071823	3134 CABLE	
						<b>534.39</b>			
005407 NORTH MS. TWO-WAY CO	49136	0	2023 10	INV	A	3,615.00	C-071823	3725 INSTALL SERIAL	
005407 NORTH MS. TWO-WAY CO	49138	0	2023 10	INV	A	4,248.90	C-071823	7660-INSTALL	
005407 NORTH MS. TWO-WAY CO	49141	0	2023 10	INV	A	52.00	C-071823	HEADLINER MOUNT	
						<b>7,915.90</b>			
006706 LANDERS DODGE	407388	0	2023 10	INV	A	1,436.25	C-071823	3225 PUMP	
006706 LANDERS DODGE	CM406790	0	2023 10	CRM	A	-75.00	C-071823	3219 RETURN	
						<b>1,361.25</b>			
011610 SOUTHERN THUNDER	213755	0	2023 10	INV	A	276.39	C-071823	3179 REPAIRS	
011610 SOUTHERN THUNDER	216848	0	2023 10	INV	A	690.62	C-071823	3178 REPAIR'S	
						<b>967.01</b>			
013650 BATTERIES PLUS	P63595008	0	2023 10	INV	A	32.48	C-071823	TRAFFIC	
019700 CHOICE TOWING	77848	0	2023 10	INV	A	50.00	C-071823	3204 TOW	
019700 CHOICE TOWING	78834	0	2023 10	INV	A	85.00	C-071823	CHEROKEE TO ROSS MO	
019700 CHOICE TOWING	78848	0	2023 10	INV	A	50.00	C-071823	3191 TOW	
019700 CHOICE TOWING	78858	0	2023 10	INV	A	50.00	C-071823	2020 MERCEDES C300	
019700 CHOICE TOWING	78859	0	2023 10	INV	A	50.00	C-071823	2010 ARMADA	
019700 CHOICE TOWING	78860	0	2023 10	INV	A	50.00	C-071823	2008 COBALT	
019700 CHOICE TOWING	78861	0	2023 10	INV	A	50.00	C-071823	2014 CHR 300	
019700 CHOICE TOWING	78862	0	2023 10	INV	A	50.00	C-071823	2016 KIA	
019700 CHOICE TOWING	78863	0	2023 10	INV	A	50.00	C-071823	2012 INFINITI G37	
019700 CHOICE TOWING	78876	0	2023 10	INV	A	50.00	C-071823	3191 TOW	

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
019700 CHOICE TOWING	78914	0	2023 10	INV	A	50.00	C-071823	3177 TOW	
						585.00			
027679 WHEEL-TEK	9230	0	2023 10	INV	A	500.00	C-071823	10 REPAIR RIMS	
029563 LANDERS FORD SOUTH	233208	0	2023 10	INV	A	151.01	C-071823	3134 LATCH	
030773 KARZON CAR CARE LLC	8265	0	2023 10	INV	A	941.42	C-071823	3219 MODULE	
030773 KARZON CAR CARE LLC	8302	0	2023 10	INV	A	1,091.88	C-071823	4191 COIL	
030773 KARZON CAR CARE LLC	8313	0	2023 10	INV	A	543.53	C-071823	4187 SENSOR	
						2,576.83			
032616 TC AUTO SALES	3124	0	2023 10	INV	A	700.00	C-071823	3124 HEADLIGHT	
034982 ROSS MOTOR COMPANY I	108307-S	0	2023 10	INV	A	.30	C-071823	DIFFERENCE FROM SHO	
034982 ROSS MOTOR COMPANY I	108357	0	2023 10	INV	A	855.95	C-071823	SHOP PARTS	
034982 ROSS MOTOR COMPANY I	108358	0	2023 10	INV	A	286.45	C-071823	3173 MODLING	
034982 ROSS MOTOR COMPANY I	40613	0	2023 10	INV	A	1,059.14	C-071823	2019 DURANGO	
034982 ROSS MOTOR COMPANY I	40721	0	2023 10	INV	A	950.55	C-071823	3221 AXLE	
						3,152.39			
						ACCOUNT TOTAL			22,468.87
211 612200						MAINTENANCE EQUIPMENT & BUILD			
000334 ULINE INC	165203068	0	2023 10	INV	A	1,077.78	C-071823	6 CHAIRS-WEST	
007600 ODP BUSINESS	319306149001	0	2023 10	INV	A	292.78	C-071823	CABINET FOR WEST	
						ACCOUNT TOTAL			1,370.56
211 612500						UNIFORMS			
020832 EMERGENCY EQUIPMENT	484437	0	2023 10	INV	A	102.00	C-071823	RECRUIT NAME PLATES	
021916 MIDSOUTH SOLUTIONS	203356	23000215	2023 10	INV	A	148.00	C-071823	TAYLOR, DOMINQUE UN	
021916 MIDSOUTH SOLUTIONS	203855	0	2023 10	INV	A	2,452.00	C-071823	PATROL BADGES	
021916 MIDSOUTH SOLUTIONS	203892	0	2023 10	INV	A	244.00	C-071823	ELLIS JON ALLOT 23	
021916 MIDSOUTH SOLUTIONS	203900	0	2023 10	INV	A	74.00	C-071823	VENEGAS PANTS- REPA	
021916 MIDSOUTH SOLUTIONS	203904	0	2023 10	INV	A	311.00	C-071823	VANDERFORD ALLOT 23	
021916 MIDSOUTH SOLUTIONS	203934	23000271	2023 10	INV	A	368.00	C-071823	HILLIE, DARREN UNIF	
						3,597.00			
						ACCOUNT TOTAL			3,699.00
211 622100						PROFESSIONAL SERVICES			
006685 DEX IMAGING	AR9678019	0	2023 10	INV	A	62.32	C-071823	LT HALL	
006685 DEX IMAGING	AR9686252	0	2023 10	INV	A	32.52	C-071823	SANDERS	
						94.84			

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
006885 STEGALL NOTARY SERVI	7-11-23	0	2023 10	INV A	178.00	C-071823	NOTARY RENEWAL FOR	
012171 NEBCO ART & FRAME	6872	0	2023 10	INV A	525.64	C-071823	GOFF & CERT FRAMED	
020454 DIRECTFX	M51071	0	2023 10	INV A	80.00	C-071823	ROSENBERY CARDS	
029120 YOUNG LEASING CO	INV6390391	0	2023 10	INV A	722.86	C-071823	AAA81006- BOOKING	
029120 YOUNG LEASING CO	INV6409736	0	2023 10	INV A	422.31	C-071823	WEST	
029120 YOUNG LEASING CO	INV6409737	0	2023 10	INV A	274.19	C-071823	ADMIN HALL	
029120 YOUNG LEASING CO	INV6409738	0	2023 10	INV A	204.69	C-071823	EVIDENCE HALL	
					<b>1,624.05</b>			
037964 DOGTEAMPRO	4077	0	2023 10	INV A	576.00	C-071823	K9 TRACKER YEARLY	
				ACCOUNT TOTAL	3,078.53			
211 625700				TELEPHONE & POSTAGE				
030629 AMAZON CAPITAL	1NRP3LXNKX7R	0	2023 10	INV A	34.94	C-071823	PD PHONE CASE	
				ACCOUNT TOTAL	34.94			
211 626102				PUBLIC RELATIONS				
022719 UMB CARD SERVICES	7-1-23-0058	0	2023 10	INV A	20.00	C-071823	4715621810100058- 7	
				ACCOUNT TOTAL	20.00			
211 626900				TRAVEL & TRAINING				
000768 PUBLIC AGENCY TRAINI	7-6-23	0	2023 10	INV A	1,950.00	C-071823	HOSTAGE NEGOTIATION	
001391 DPS LAW ENFORCEMENT	90133360	0	2023 10	INV A	4,050.00	C-071823	TUITION	
010163 MS LAW ENFORCEMENT	5-22-23	0	2023 10	INV A	1,000.00	C-071823	ACCIDENT RECONST LE	
015310 ELLIS JONATHAN	6-5-23	0	2023 10	INV A	276.00	C-071823	SSGT INSTR CONF, PI	
033271 BRANNING MICHAEL	6-5-23	0	2023 10	INV A	276.00	C-071823	SSGT INSTR CONF, PI	
				ACCOUNT TOTAL	7,552.00			
211 630400				MACHINERY & EQUIPMENT				
000927 RAY ALLEN MFG CO INC	RINV321322	23000322	2023 10	INV A	674.86	C-071823	K9 SUPPLIES FOR THE	
005044 LOWE'S HOME CENTERS,	7-15-23	0	2023 10	INV A	96.02	C-071823	LOWES STMT 7/15/23	
018285 APPLIED CONCEPTS, IN	421683	23000315	2023 10	INV A	429.00	C-071823	RADAR REPAIR FOR SP	
				ACCOUNT TOTAL	1,199.88			
211 661800				CONFISCATED FUNOS-LOCAL				
022719 UMB CARD SERVICES	7-01-23-0044	0	2023 10	INV A	196.69	C-071823	UMB CREDIT CARD PYM	

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
					ACCOUNT TOTAL			196.69				
					ORG 211	TOTAL			42,017.70			
					EMERGENCY SERVICES							
215					OFFICE SUPPLIES							
215	610400							79.15 C-071823				
007600	ODP BUSINESS	317435722001	0	2023	10	INV	A	BINDERS, INDEX SHEE				
007600	ODP BUSINESS	317530501001	0	2023	10	INV	A	24.21 C-071823				
									103.36			
030629	AMAZON CAPITAL	1FPNGFL96HR3	0	2023	10	INV	A	78.95 C-071823		OFFICE SUPPLIES		
					ACCOUNT TOTAL			182.31				
215	612500					UNIFORMS						
000424	A 2 Z ADVERTISING	66183	0	2023	10	INV	A	28.98 C-071823		UNIFORM POLO (S ROB		
					ACCOUNT TOTAL			28.98				
215	622100					PROFESSIONAL FEES						
002564	LANGUAGE LINE SERVIC	11041327	0	2023	10	INV	A	421.37 C-071823		LANGUAGE LING USAGE		
					ACCOUNT TOTAL			421.37				
215	626900					TRAVEL & TRAINING						
002653	MS ASSOCIATION OF CH	SA54730	0	2023	10	INV	A	392.00 C-071823		NEW HIRE TEST BOOKL		
028719	DISPATCHING AND TRAI	6511	0	2023	10	INV	A	450.00 C-071823		TRAINING CLASS		
					ACCOUNT TOTAL			842.00				
					ORG 215	TOTAL			1,474.66			
					FIRE DEPARTMENT							
290	610100					CLEANING SUPPLIES						
007823	AMERICAN PAPER & TWI	4663873CR	0	2023	10	CRM	A	-49.52 C-071823		CREDIT		
007823	AMERICAN PAPER & TWI	4677256	0	2023	10	INV	A	104.90 C-071823		DOVE SOAP FIRE STAT		
007823	AMERICAN PAPER & TWI	4677314	0	2023	10	INV	A	668.86 C-071823		JANITORIAL SUPPLIES		
007823	AMERICAN PAPER & TWI	4679041	0	2023	10	INV	A	157.35 C-071823		SUPPLIES (FIRE STAT		
									881.59			
					ACCOUNT TOTAL			881.59				
290	610400					OFFICE SUPPLIES						
019739	STAPLES ADVANTAGE	3541510046	0	2023	10	INV	A	53.10 C-071823		METAL CLIPBOARDS FO		
019739	STAPLES ADVANTAGE	3541510048	0	2023	10	INV	A	69.17 C-071823		BATTERIES & LASER P		
019739	STAPLES ADVANTAGE	3541510049	0	2023	10	INV	A	60.95 C-071823		EPSON T212 INK FOR		
									183.22			



# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
022719 UMB CARD SERVICES	7-1-23-0058	0	2023 10	INV	A	173.33	C-071823	4715621810100058- 7	
ACCOUNT TOTAL						356.55			
290 611000					MATERIALS				
005044 LOWE'S HOME CENTERS,	7-15-23	0	2023 10	INV	A	33.02	C-071823	LOWES STMT 7/15/23	
015230 MY-LOR. INC.	XB1QG	0	2023 10	INV	A	25.30	C-071823	2) ID TAGS PARKER/W	
ACCOUNT TOTAL						58.32			
290 611300					MAINTENANCE VEHICLES				
000223 CROW'S TRUCK SERVICE	R101026540-02	0	2023 10	INV	A	4,502.74	C-071823	REPAIRS TO TRK1 FLT	
000650 G & W DIESEL SERVICE	391346	0	2023 10	INV	A	2,631.85	C-071823	REPAIRS FOR E-2 FLT	
000650 G & W DIESEL SERVICE	391347	0	2023 10	INV	A	4,323.54	C-071823	REPAIRS TO ENGINE 3	
						6,955.39			
007304 O'REILLYS AUTO PARTS	1791-223937	0	2023 10	INV	A	85.48	C-071823	BALL MOUNT PIN & CL	
ACCOUNT TOTAL						11,543.61			
290 612200					MAINTENANCE EQUIPMENT & BUILD				
000128 AMERICAN PETROLEUM	259551-S	0	2023 10	INV	A	7.82	C-071823	FILTER- REPLACE DIE	
005044 LOWE'S HOME CENTERS,	7-15-23	0	2023 10	INV	A	75.82	C-071823	LOWES STMT 7/15/23	
008561 S & H SMALL ENGINES	81568	0	2023 10	INV	A	787.88	C-071823	2) ARM ASSEMBLIES F	
031098 DESOTO DOOR	INV36189140	0	2023 10	INV	A	315.00	C-071823	REPAIRS TO GARAGE D	
033999 OHD LLLP	89753	23000302	2023 10	INV	A	860.00	C-071823	SERC 9519-4010 QUAN	
ACCOUNT TOTAL						2,046.52			
290 612500					UNIFORMS				
021916 MIDSOUTH SOLUTIONS	203362	0	2023 10	INV	A	450.00	C-071823	UNIFORMS S SUTTON	
021916 MIDSOUTH SOLUTIONS	203372	0	2023 10	INV	A	450.00	C-071823	UNIFORMS A BRYD	
021916 MIDSOUTH SOLUTIONS	203377	0	2023 10	INV	A	445.00	C-071823	UNIFORMS T. HENLEY	
021916 MIDSOUTH SOLUTIONS	203378	0	2023 10	INV	A	450.00	C-071823	UNIFORMS ZAPATA	
021916 MIDSOUTH SOLUTIONS	203379	0	2023 10	INV	A	450.00	C-071823	UNIFORMS R. CUNNING	
021916 MIDSOUTH SOLUTIONS	203380	0	2023 10	INV	A	2,250.00	C-071823	SHIELD BADGES EAGLE	
						4,495.00			
ACCOUNT TOTAL						4,495.00			
290 626900					TRAVEL & TRAINING				
000958 MS STATE FIRE ACADEM	30726	0	2023 10	INV	A	1,754.00	C-071823	AIRPORT FIRE FIGHTE	
000958 MS STATE FIRE ACADEM	30743	0	2023 10	INV	A	1,230.00	C-071823	FIRE OFFICER-CARRIN	

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
000958 MS STATE FIRE ACADEM	30763	0	2023 10	INV A	730.00	C-071823	INTERVENTION RESCUE	
000958 MS STATE FIRE ACADEM	30807	0	2023 10	INV A	800.00	C-071823	VEHICLE EXTRICATION	
000958 MS STATE FIRE ACADEM	30821	0	2023 10	INV A	730.00	C-071823	ROPE RESCUE AWARNES	
					<b>5,244.00</b>			
023095 KING JUSTIN	6-29-23	0	2023 10	INV A	290.00	C-071823	MSFA 6/19/23-6/29/2	
034584 TOMLINSON LOUIS M	6-29-23	0	2023 10	INV A	290.00	C-071823	MSFA- FIRE OFFICER	
ACCOUNT TOTAL					5,824.00			
290	630400		MACHINERY & EQUIPMENT					
000701 SUNBELT FIRE INC	2926	23000230	2023 10	INV A	11,774.48	C-071823	GLOBE TURNOUT GEAR	
000701 SUNBELT FIRE INC	2976	23000230	2023 10	INV A	56,641.00	C-071823	GLOBE TURNOUT GEAR	
000701 SUNBELT FIRE INC	3025	0	2023 10	INV A	21,804.00	C-071823	PO#22000245-03 6)TU	
000701 SUNBELT FIRE INC	3162	0	2023 10	INV A	103.00	C-071823	LEATHER FRONT	
					<b>90,322.48</b>			
020832 EMERGENCY EQUIPMENT	483752	0	2023 10	INV A	350.00	C-071823	SCOTT AV300HT FACE	
020832 EMERGENCY EQUIPMENT	484194	23000232	2023 10	INV A	3,360.00	C-071823	FDX.G2L-M FIREDEX D	
					<b>3,710.00</b>			
ACCOUNT TOTAL					94,032.48			
ORG 290 TOTAL					119,238.07			
295	626102		FIRE PREVENTION					
295	626102		PUBLIC RELATIONS					
000424 A 2 Z ADVERTISING	66552	0	2023 10	INV A	225.00	C-071823	T-SHIRTS FOR FIRE A	
022719 UMB CARD SERVICES	7-01-23-0044	0	2023 10	INV A	249.75	C-071823	UMB CREDIT CARD PYM	
ACCOUNT TOTAL					474.75			
ORG 295 TOTAL					474.75			
297	610701		EMS					
297	610701		MEDICAL SUPPLIES					
000567 DESOTO COUNTY BOARD	762023	0	2023 10	INV A	2,068.39	C-071823		
000582 BOUND TREE MEDICAL	85014226	0	2023 10	INV A	1,861.74	C-071823	MEDICAL SUPPLIES	
001147 NEXAIR LLC	11072813	0	2023 10	INV A	106.66	C-071823	MEDICAL SUPPLIES OX	
001147 NEXAIR LLC	11104186	0	2023 10	INV A	416.12	C-071823	RENTAL SERV FOR JUB	
					<b>522.78</b>			
016050 HENRY SCHEIN INC	44912257	0	2023 10	INV A	596.43	C-071823	MEDICAL SUPPLIES	
016050 HENRY SCHEIN INC	45279260	0	2023 10	INV A	2,597.79	C-071823	MEDICAL SUPPLIES	

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									3,194.22
021392 MERCURY MEDICAL	INV180765	0	2023 10	INV	A	168.94	C-071823	MEDICAL SUPPLIES	
027573 TELEFLEX MEDICAL INC	9507181942	0	2023 10	INV	A	1,115.50	C-071823	MEDICAL SUPPLIES	
								ACCOUNT TOTAL	8,931.57
297	611300							MOTOR VEH REPAIRS/MAINT	
000189 HOMER SKELTON FORD	6164453	0	2023 10	INV	A	6,641.97	C-071823	REPAIRS TO UNIT 3,	
000189 HOMER SKELTON FORD	6164776	0	2023 10	INV	A	462.56	C-071823	BRAKE CLEANER, GASK	
									7,104.53
000883 AMERICAN TIRE REPAIR	164383	0	2023 10	INV	A	600.00	C-071823	4)WHEEL SIMULATORS	
000883 AMERICAN TIRE REPAIR	164539	0	2023 10	INV	A	370.10	C-071823	NEW TIRE MOUNT/DISM	
									970.10
007304 O'REILLYS AUTO PARTS	1791-223360	0	2023 10	INV	A	33.73	C-071823	CIRCUIT BRKR COPPER	
								ACCOUNT TOTAL	8,108.36
297	612200							MAINTENANCE EQUIPMENT & BUILD	
030629 AMAZON CAPITAL	1JXN7DP6QLM	0	2023 10	INV	A	142.56	C-071823	3)LKAPTOP ADAPTER P	
								ACCOUNT TOTAL	142.56
297	620901							BILLING SERVICES	
006185 MALONE POLLY	120066	0	2023 10	INV	A	77.02	C-071823	EMS BILLING REFUNDS	
018772 MEDICAL ACCOUNTS REC	111404-IN	0	2023 10	INV	A	9,934.61	C-071823	MEDICAL BILLING FOR	
037965 YOUNG CYNTHIA LYNN	921-1711	0	2023 10	INV	A	90.64	C-071823	EMS BILLING REFUND	
037966 HOUSTON FREDA	65985	0	2023 10	INV	A	50.00	C-071823	EMS BILLING REFUNDS	
037967 SHARIF HELLAMA	109992	0	2023 10	INV	A	25.40	C-071823	EMS BILLING REFUNDS	
037968 WREN JOAN	208-0754	0	2023 10	INV	A	100.54	C-071823	EMS BILLING REFUNDS	
037969 COLLINS-EDWARDS KATH	317-1955	0	2023 10	INV	A	62.49	C-071823	EMS BILLING REFUNDS	
037970 HAQ MAFASSEL	609-1645	0	2023 10	INV	A	11.07	C-071823	EMS BILLING REFUNDS	
037971 CASTAL KHALIL	428-1727	0	2023 10	INV	A	15.02	C-071823	EMS BILLING REFUNDS	
037972 DOSTER SR KEN	74765	0	2023 10	INV	A	45.08	C-071823	EMS BILLING REFUNDS	
037973 WHITTINGTON KEIFER	614-0732	0	2023 10	INV	A	121.12	C-071823	EMS BILLING REFUNDS	

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
037974 RUSSELL MARY	11593	0	2023 10	INV	A	300.00	C-071823	EMS BILLING REFUNDS	
037975 KITCHENS PEGGY	22929	0	2023 10	INV	A	84.60	C-071823	EMS BILLING REFUNDS	
037976 KNIGHT SHARON	108598	0	2023 10	INV	A	407.80	C-071823	EMS BILLING REFUNDS	
037977 WERNECK SOPHIA	35363-1	0	2023 10	INV	A	90.38	C-071823	EMS BILLING REFUND	
037978 HUMANA	110298-1	0	2023 10	INV	A	355.89	C-071823	EMS BILLING REFUNDS	
037979 MS FARM BUREAU INS	110360-1	0	2023 10	INV	A	137.25	C-071823	EMS BILLING REFUNDS	
037985 VINCNET JUDY	124488	0	2023 10	INV	A	78.30	C-071823	EMS BILLING REFUNDS	
037986 COX LUCIANA	624-S2	0	2023 10	INV	A	25.85	C-071823	EMS BILLING REFUNDS	
ACCOUNT TOTAL						12,013.06			
297 626900			TRAVEL & TRAINING						
023171 KYLE JOHN	63023	0	2023 10	INV	A	65.00	C-071823	RENEWAL OF EMT/NREM	
ACCOUNT TOTAL						65.00			
ORG 297 TOTAL						29,260.55			
311	611000		PUBLIC WORKS DEPARTMENT						
311 000665	DESOTO COUNTY COOPER	246858	0	2023 10	INV	4,020.00	C-071823	MATERIALS	
000759	LEHMAN ROBERTS CO	91225	0	2023 10	INV	388.50	C-071823	MAT	
000759	LEHMAN ROBERTS CO	92776	0	2023 10	INV	360.00	C-071823	MAT	
000759	LEHMAN ROBERTS CO	92828	0	2023 10	INV	377.25	C-071823	MAT	
						1,125.75			
001130	G & C SUPPLY CO	6912721	0	2023 10	INV	442.00	C-071823	STREET SIGNS	
001320	MARTIN MACHINE WORKS	1653	0	2023 10	INV	681.00	C-071823	MAT.	
005044	LOWE'S HOME CENTERS, 7-15-23		0	2023 10	INV	211.47	C-071823	LOWES STMT 7/15/23	
ACCOUNT TOTAL						6,480.22			
311 611300			MAINTENANCE VEHICLES						
000883	AMERICAN TIRE REPAIR	147313	0	2023 10	INV	140.00	C-071823	MAT FOR SHOP	
000993	ADVANCE AUTO PARTS	1897-569862	0	2023 10	INV	87.73	C-071823	MAT. FOR SHOP	
000993	ADVANCE AUTO PARTS	6667317430806	0	2023 10	INV	152.09	C-071823	MAT FOR SHOP	
000993	ADVANCE AUTO PARTS	6667317831153	0	2023 10	INV	112.55	C-071823	MAT FOR SHOP	
000993	ADVANCE AUTO PARTS	6667318131422	0	2023 10	INV	401.52	C-071823	MAT FOR SHOP	
						753.89			

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
001102 SOUTHAVEN SUPPLY	189239	0	2023 10	INV A	645.63	C-071823	MAT FOR SHOP		
001114 UNION AUTO PARTS	2614855	0	2023 10	INV A	599.76	C-071823	MAT FOR SHOP		
004246 HARBOR FREIGHT TOOLS	1016195	0	2023 10	INV A	69.99	C-071823	MAT FOR SHOP		
006479 AIRGAS USA INC	9139142522	0	2023 10	INV A	639.74	C-071823	MAT FOR SHOP		
007304 O'REILLYS AUTO PARTS	1224-483926	0	2023 10	INV A	24.71	C-071823	MAT FOR SHOP		
007304 O'REILLYS AUTO PARTS	6399-160314	0	2023 10	INV A	77.55	C-071823	MAT FOR SHOP		
007304 O'REILLYS AUTO PARTS	6399-160346	0	2023 10	INV A	216.95	C-071823	MAT FOR SHOP		
007304 O'REILLYS AUTO PARTS	6399-160445	0	2023 10	INV A	10.60	C-071823	MAT FOR SHOP		
007304 O'REILLYS AUTO PARTS	6399-160505	0	2023 10	INV A	2.53	C-071823	MAR FOR SHOP		
007304 O'REILLYS AUTO PARTS	6399-161032	0	2023 10	INV A	142.93	C-071823	MAT FOR SHOP		
					<b>475.27</b>				
008561 S & H SMALL ENGINES	81192	0	2023 10	INV A	249.52	C-071823	MAT FOR SHOP		
008561 S & H SMALL ENGINES	81260	0	2023 10	INV A	83.54	C-071823	MAT FOR SHOP		
008561 S & H SMALL ENGINES	81299	0	2023 10	INV A	885.17	C-071823	MAT FOR SHOP		
008561 S & H SMALL ENGINES	81302	0	2023 10	INV A	179.95	C-071823	MAR FOR SHOP		
					<b>1,398.18</b>				
012604 SOUTHLAND TRAILERS	834114	0	2023 10	INV A	58.00	C-071823	2 HITCH LOCKS MAT F		
012604 SOUTHLAND TRAILERS	834115	0	2023 10	INV A	350.00	C-071823	8K SPARE MAT FOR SH		
					<b>408.00</b>				
037935 MCDANIEL EQUIPMENT C	19617	0	2023 10	INV A	734.33	C-071823	MAT FOR SHOP		
					<b>ACCOUNT TOTAL</b>				<b>5,864.79</b>
311 612200									
029120 YOUNG LEASING CO	INV6400338	0	2023 10	INV A	213.61	C-071823	COPIER SERV FOR PW		
					<b>ACCOUNT TOTAL</b>				<b>213.61</b>
311 612500									
013377 CINTAS	4159962193	0	2023 10	INV A	445.83	C-071823	UNIFORMS		
013377 CINTAS	4160593115	0	2023 10	INV A	445.83	C-071823	UNIFORMS		
					<b>891.66</b>				
					<b>ACCOUNT TOTAL</b>				<b>891.66</b>
					<b>ORG 311 TOTAL</b>				<b>13,450.28</b>
315									
315 612200									
000497 DESOTO COUNTY ELECTR	8195	0	2023 10	INV A	154.26	C-071823	SIGNAL REPAIR		

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			154.26
					ORG 315 TOTAL			154.26
PARKS DEPARTMENT								
411	610400				OFFICE SUPPLIES			
006685	DEX IMAGING	AR9633028		0	2023 10 INV A			116.00 C-071823 COPY CONTRACT PARKS
006685	DEX IMAGING	AR9678018		0	2023 10 INV A			35.83 C-071823 COPY CONTRACT PINET
								<b>151.83</b>
029120	YOUNG LEASING CO	INV6388316		0	2023 10 INV A			27.71 C-071823 COPY CONTRACT @ PIN
029120	YOUNG LEASING CO	INV6395784		0	2023 10 INV A			51.06 C-071823 COPY CONTRACT @ PIN
029120	YOUNG LEASING CO	INV6395785		0	2023 10 INV A			190.18 C-071823 COPY CONTRACT PINE
								<b>268.95</b>
					ACCOUNT TOTAL			420.78
MAINTENANCE VEHICLES								
411	611300							
000979	SOUTHAVEN CAR CARE	43340		0	2023 10 INV A			1,825.14 C-071823 ENG DIAGNOSTICS, RA
000979	SOUTHAVEN CAR CARE	43496		0	2023 10 INV A			287.35 C-071823 DIAGNOSTICS FREON
								<b>2,112.49</b>
					ACCOUNT TOTAL			2,112.49
MAINTENANCE EQUIPMENT & BUILD								
411	612200							
000308	MAINTENANCE SUPPLY	239802		0	2023 10 INV A			89.72 C-071823 VALVE & PIPE
000312	BOB LADD & ASSOCIATE	1-311553		0	2023 10 INV A			1,566.30 C-071823 MOWER REPAIR
000668	COUGAR CHEMICAL	296634		0	2023 10 INV A			29.09 C-071823 HOSE, HOSE CLAMP, S
001102	SOUTHAVEN SUPPLY	181736		0	2023 10 INV A			265.16 C-071823 TRASH BAGS & SUPER
001135	SAFETY-KLEEN SYSTEMS	92012042		0	2023 10 INV A			164.90 C-071823 FUEL CHARGE, WASHER
001150	NAPA GENUINE PARTS C	408715		0	2023 10 INV A			1.39 C-071823 FUNNEL
001150	NAPA GENUINE PARTS C	409085		0	2023 10 INV A			120.42 C-071823 ANTI FREEZE
001150	NAPA GENUINE PARTS C	409358		0	2023 10 INV A			125.12 C-071823 BATTERY
001150	NAPA GENUINE PARTS C	695-409000		0	2023 10 INV A			41.18 C-071823 CURVED HOSE
								<b>288.11</b>
002768	KEELING IRRIGATION	S4351331.001		0	2023 10 INV A			219.58 C-071823 PC ROTOR
002951	STATELINE TURF & TRA	344246		0	2023 10 INV A			287.45 C-071823 REGULATOR
005044	LOWE'S HOME CENTERS, 7-15-23			0	2023 10 INV A			650.78 C-071823 LOWES STMT 7/15/23

FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
010865 RELIABLE EQUIPMENT	CT118089	0	2023 10	INV	A	693.47	C-071823	FILTER, PULLEY PART	
013377 CINTAS	4159960097	0	2023 10	INV	A	70.45	C-071823	MATS	
013377 CINTAS	4160365922	0	2023 10	INV	A	140.70	C-071823	MATS & TOWELS	
013377 CINTAS	4160366304	0	2023 10	INV	A	85.19	C-071823	TOWELS, MATS, AIR F	
013377 CINTAS	4160592103	0	2023 10	INV	A	70.45	C-071823	MATS	
013377 CINTAS	4161236923	0	2023 10	INV	A	120.55	C-071823	MATS	
013377 CINTAS	4161237550	0	2023 10	INV	A	85.19	C-071823	TOWEL, MAT, AIR FRESH	
						<b>572.53</b>			
022719 UMB CARD SERVICES	7-01-23-0044	0	2023 10	INV	A	1,420.35	C-071823	UMB CREDIT CARD PYM	
034293 TONY B LOCK AND KEY	1469	0	2023 10	INV	A	150.00	C-071823	REPAIRED DOOR @ BAN	
						ACCOUNT TOTAL		6,397.44	
411 612201								PARK MAINTENANCE	
000239 QUALITY LANDSCAPE &	235154	0	2023 10	INV	A	91.77	C-071823	SOIL, SOD STAPLES	
004854 WEST MEMPHIS FENCE &	92953	0	2023 10	INV	A	2,300.00	C-071823	INSTALLED CHAIN LIN	
007823 AMERICAN PAPER & TWI	4676361	0	2023 10	INV	A	1,323.78	C-071823	JANITORAL	
007823 AMERICAN PAPER & TWI	4683514	0	2023 10	INV	A	2,472.49	C-071823	JANITORAL	
						<b>3,796.27</b>			
019230 WASTE PRO-MEMPHIS	1043566	0	2023 10	INV	A	1,203.00	C-071823	TRASH @ AMP	
022383 ADDISON TREE CARE	1627	0	2023 10	INV	A	3,500.00	C-071823	TREWORK SNOWDEN	
024249 SITEONE LANDSCAPE SU	127965071-001	0	2023 10	INV	A	534.50	C-071823	ACIDIFIER	
026597 ACTIVE SPORTS	127726	0	2023 10	INV	A	904.88	C-071823	TENNIS SCOREKEEPER	
						ACCOUNT TOTAL		12,330.42	
411 612300								MUNICIPAL GOLF COURSE EXPENSE	
023607 P & W GOLF SUPPLY LL	INV115093	0	2023 10	INV	A	189.95	C-071823	PENCILS	
						ACCOUNT TOTAL		189.95	
411 613400								COMMUNITY EVENTS	
030629 AMAZON CAPITAL	17W6KN9GMKLN	0	2023 10	INV	A	808.00	C-071823	HAND DRYER @ COMPLE	
						ACCOUNT TOTAL		808.00	
411 614000								FUEL & OIL	
000339 SAYLE OIL CO INC	728165	0	2023 10	INV	A	1,624.67	C-071823	DIESEL	
						ACCOUNT TOTAL		1,624.67	

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
411	622100			PROFESSIONAL SERVICES				
007823	AMERICAN PAPER & TWI 4683515	0	2023 10	INV A	576.64	C-071823	JANITORIAL AMP	
019694	MID-SOUTH TELECOM 77507	0	2023 10	INV A	1,657.90	C-071823	CABLE RUN-DRESSING	
022719	UMB CARD SERVICES 7-01-23-0044	0	2023 10	INV A	923.31	C-071823	UMB CREDIT CARD PYM	
035302	CARBONHOUSE 792571	0	2023 10	INV A	500.00	C-071823	AMP WEBSITE HOSTING	
035651	SUDDEN SERVICE INC 3039570	0	2023 10	INV A	2,752.00	C-071823	LIGHT TOWER RENTAL	
037963	DSI 159558604	0	2023 10	INV A	5,071.80	C-071823	DIRECT TV INSTALL @	
	ACCOUNT TOTAL				11,481.65			
411	627901			UMPIRES				
011508	DOCKERY LAWRENCE 7-11-23	0	2023 10	INV A	45.00	C-071823	SPRING 2023 SOCCER	
015545	KLINCK ZACHARY A 7-11-23	0	2023 10	INV A	75.00	C-071823	SPRING 2023 SOCCER	
018253	CHAN DAVID 7-11-23	0	2023 10	INV A	70.00	C-071823	SPRING 2023 SOCCER	
028218	COX III DAVID ROYAL 7-11-23	0	2023 10	INV A	30.00	C-071823	SPRING 2023 SOCCER	
031322	VASQUEZ GEORGE 7-11-23	0	2023 10	INV A	90.00	C-071823	SPRING 2023 SOCCER	
	ACCOUNT TOTAL				310.00			
	ORG 411 TOTAL				35,675.40			
412	612400			PARK TOURNAMENTS				
003538	SYSCO CORPORATION 414143456	0	2023 10	INV A	2,892.31	C-071823	CONCESSIONS	
003538	SYSCO CORPORATION 414151983	0	2023 10	INV A	4,381.35	C-071823	CONCESSION	
003538	SYSCO CORPORATION 414154840	0	2023 10	INV A	2,435.82	C-071823	CONCESSION	
003538	SYSCO CORPORATION 414157839	0	2023 10	INV A	243.49	C-071823	CONCESSION	
				RESELL / CONCESSION EXPENSE	9,952.97			
005075	CHICK-FIL-A 13042766	0	2023 10	INV A	262.90	C-071823	CONCESSIONS	
022105	NCR CORPORATION 6503540772	0	2023 10	INV A	778.49	C-071823	ALOHA SUPPORT	
022806	PEPSI BEVERAGES COMP 7751501	0	2023 10	INV A	1,587.50	C-071823	PEPSI RESALE CONCES	
024982	SMITTY'S SLICES LLC 62623-7923	0	2023 10	INV A	5,786.82	C-071823	PIZZA RESALE	
036347	JOHNNY FREEZE CREAM 2896	0	2023 10	INV A	1,205.00	C-071823	CREAM ICE CONCESSIO	
036347	JOHNNY FREEZE CREAM 3420	0	2023 10	INV A	2,167.50	C-071823	CREAM ICE CONCESSIO	
					3,372.50			



FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL	21,741.18			
412	626102				PROMOTIONS				
001121	NEWTONS TROPHY	11687	0	2023 10 INV A	995.00	C-071823		AWARDS	
007885	PAULSEN PRINTING COM	114511	0	2023 10 INV A	916.00	C-071823		GOLF SCORE CARDS	
017026	ELECTRO-MECH	36521-IN	0	2023 10 INV A	548.00	C-071823		CONSOLE DRIVER	
022719	UMB CARD SERVICES	7-01-23-0044	0	2023 10 INV A	105.18	C-071823		UMB CREDIT CARD PYM	
027776	SOUTHERN SPORTS SPEC	1065	0	2023 10 INV A	1,036.00	C-071823		USSSA FEES SUMMER H	
031719	GOTO COMMUNICATIONS	IN7102082242	0	2023 10 INV A	28.20	C-071823		GREENBROOK PHONES	
					ACCOUNT TOTAL	3,628.38			
					ORG 412 TOTAL	25,369.56			
511				MUNICIPAL CODE ENFORCEMENT					
511	611000				MATERIALS				
022719	UMB CARD SERVICES	7-01-23-0044	0	2023 10 INV A	179.88	C-071823		UMB CREDIT CARD PYM	
					ACCOUNT TOTAL	179.88			
511	612200				MAINTENANCE EQUIPMENT & BUILD				
000246	ANIMAL CARE EQUIPMEN	113304	0	2023 10 INV A	581.00	C-071823		MAINT EQUIP	
000246	ANIMAL CARE EQUIPMEN	113377	0	2023 10 INV A	157.59	C-071823		MAINT EQUIP	
						738.59			
					ACCOUNT TOTAL	738.59			
511	614900				FEED FOR ANIMALS				
012713	HILL'S PET NUTRITION	245877396	0	2023 10 INV A	14.12	C-071823		FEED ANIMALS	
012713	HILL'S PET NUTRITION	245885488	0	2023 10 INV A	172.23	C-071823		FEED ANIMALS	
012713	HILL'S PET NUTRITION	245937552	0	2023 10 INV A	186.35	C-071823		FEED ANIMALS	
						372.70			
					ACCOUNT TOTAL	372.70			
511	622100				PROFESSIONAL SERVICES				
017049	ANIMAL HEALTH INTERN	9013780883	0	2023 10 INV A	377.25	C-071823		PROF SERVICES	
					ACCOUNT TOTAL	377.25			
					ORG 511 TOTAL	1,668.42			
902				GENERAL EXPENSES					
902	620750				LANDSCAPE GROUNDS MANICURE ROW				
028454	CHANDLERS LAWN SER	40729	0	2023 10 INV A	2,233.00	C-071823		LAWN MAINT	

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
028454 CHANDLERS LAWN SER	41748	0	2023 10	INV	A	28,500.00	C-071823	LAWN MAINT	
028454 CHANDLERS LAWN SER	41934	0	2023 10	INV	A	645.00	C-071823	LAWN MAINT	
028454 CHANDLERS LAWN SER	41935	0	2023 10	INV	A	1,450.00	C-071823	LAWN MAINT	
						<b>32,828.00</b>			
ACCOUNT TOTAL						32,828.00			
902	620902		FACILITIES MANAGEMENT						
000233	QUARLES FIRE PROTEC	2023-1853	0	2023 10	INV A	200.00	C-071823	ANNUAL INSPECTION F	
000233	QUARLES FIRE PROTEC	2023-1854	0	2023 10	INV A	200.00	C-071823	ANNUAL INSPECTION F	
000233	QUARLES FIRE PROTEC	2023-1855	0	2023 10	INV A	200.00	C-071823	ANNUAL INSPECTION F	
000233	QUARLES FIRE PROTEC	2023-1856	0	2023 10	INV A	200.00	C-071823	ANNUAL INSPECTION F	
						<b>800.00</b>			
001222	CUMMINS MID-SOUTH LL	D2-89668	0	2023 10	INV A	480.71	C-071823	FEMA	
001222	CUMMINS MID-SOUTH LL	D2-89671	0	2023 10	INV A	715.89	C-071823	NAIL RD	
						<b>1,196.60</b>			
006685	DEX IMAGING	AR9677688	0	2023 10	INV A	167.62	C-071823	MP8510- 4TH FLOOR	
028212	UNITED REFRIGERATION	90866786	0	2023 10	INV A	366.67	C-071823	HVAC MATERIAL	
030375	BINSWANGER GLASS	I015076458	0	2023 10	INV A	1,350.00	C-071823	FS #1 SHOWER DOORS	
032120	FACILITIES PREFORMAN	FPG-SOUTHAVEN-0623	0	2023 10	INV A	7,547.55	C-071823	JANITORIAL SERVICES	
033109	MID-SOUTH EMERGENCY	6252	0	2023 10	INV A	180.00	C-071823	EM LIGHTING INSPECT	
033109	MID-SOUTH EMERGENCY	6257	0	2023 10	INV A	630.00	C-071823	EM LIGHTING INSPECT	
						<b>810.00</b>			
033149	SOUTHWEST ENGINEERS	147471	0	2023 10	INV A	500.00	C-071823	CITY HALL CHILLER T	
ACCOUNT TOTAL						12,738.44			
902	620903			FACILITIES RENO/PROJECTS					
005044	LOWE'S HOME CENTERS,	7-15-23	0	2023 10	INV A	129.36	C-071823	LOWES STMT 7/15/23	
ACCOUNT TOTAL						129.36			
902	625100			STREET RESURFACING					
018221	CIVIL-LINK, LLC	80324	0	2023 10	INV A	22,409.73	C-071823	CITY WIDE PAVEMENT	
ACCOUNT TOTAL						22,409.73			
902	625150			DRAINAGE IMPROVEMENT					
018221	CIVIL-LINK, LLC	80321	0	2023 10	INV A	7,725.84	C-071823	DRAINAGE PROJECT IM	
018221	CIVIL-LINK, LLC	80325	0	2023 10	INV A	11,214.11	C-071823	DRAINAGE IMP	
018221	CIVIL-LINK, LLC	80327	0	2023 10	INV A	1,299.95	C-071823	AUTUMN WOODS DRAIN	

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
									20,239.90	
									ACCOUNT TOTAL 20,239.90	
902	625520								SIGNALS	
018221	CIVIL-LINK, LLC	80322	0	2023	10 INV A				1,103.70 C-071823	RASCO/GREENBROOK SI
018221	CIVIL-LINK, LLC	80326	0	2023	10 INV A				1,684.80 C-071823	STATELINE/SWINNEA S
									2,788.50	
									ACCOUNT TOTAL 2,788.50	
									ORG 902 TOTAL 91,133.93	
904									LITIGATION	
904	622100								PROFESSIONAL SERVICES	
017086	BUTLER SNOW	10385813	0	2023	10 INV A				25,000.00 C-071823	GENERAL SERVICES TH
017086	BUTLER SNOW	10385815	0	2023	10 INV A				3,980.30 C-071823	LEGACY CONTRACT TER
									28,980.30	
									ACCOUNT TOTAL 28,980.30	
									ORG 904 TOTAL 28,980.30	
FUND 0010 GENERAL FUND						TOTAL:			721,987.24	

**CITY OF SOUTHAVEN**



**FY2023 CLAIMS DOCKET C-071823**

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
711				BOND PROJECT EXPENSES				
711	640220			FIRE STATION 5				
016177	A2H	60752	0	2023 10 INV A	2,010.13	C-071823	FIRE STATION 5 ARCH	
				ACCOUNT TOTAL	2,010.13			
711	640900 07002			AMPHITHEATER				
005831	URBANARCH ASSOC PC	21016-A17	0	2023 10 INV A	7,759.00	C-071823	AMP CONSTRUCTION AD	
				ACCOUNT TOTAL	7,759.00			
711	640965			GETWELL ROAD SOUTH 18				
018221	CIVIL-LINK, LLC	80323	0	2023 10 INV A	26,124.32	C-071823	GETWELL RD SOUTH	
				ACCOUNT TOTAL	26,124.32			
				ORG 711 TOTAL	35,893.45			
FUND 0100 BOND FUNDED CAP PROJ					TOTAL:			35,893.45

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
611					SPECIAL ASSESSMENTS EXPEND			
611	623800 90017				PARK IMPROVEMENTS			
	005831 URBANARCH ASSOC PC	22055-A6		0	2023 10 INV A	780.00	C-071823	SNOWDEN ROOFS- CONS
					ACCOUNT TOTAL	780.00		
611	623801				NEIGHBORHOOD PARKS			
	018221 CIVIL-LINK, LLC	80338		0	2023 10 INV A	5,379.74	C-071823	NEIGHBORHOOD PARKS
					ACCOUNT TOTAL	5,379.74		
611	623802				ARENA PARKING LOT			
	018221 CIVIL-LINK, LLC	80337		0	2023 10 INV A	2,559.08	C-071823	ARENA PARKING
					ACCOUNT TOTAL	2,559.08		
611	626200				DIZZY DEAN			
	001121 NEWTONS TROPHY	11688		0	2023 10 INV A	3,576.25	C-071823	AWARDS
	001121 NEWTONS TROPHY	11689		0	2023 10 INV A	3,576.25	C-071823	AWARDS
	001121 NEWTONS TROPHY	11690		0	2023 10 INV A	4,855.80	C-071823	AWARDS
						<b>12,008.30</b>		
	007885 PAULSEN PRINTING COM	114461		0	2023 10 INV A	1,272.00	C-071823	WORLD SERIES TICKET
					ACCOUNT TOTAL	13,280.30		
					ORG 611 TOTAL	21,999.12		
FUND 0240 TOURIST & CONVENTION						TOTAL:		21,999.12

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
0400			UTILITY FUND					
0400	211400		FEEES OWED TO NESBIT WATER ASSC					
010365	NESBIT WATER	7-5-23	2023 10 INV A	3,096.00	C-071823	FEEES COLLECTED FROM		
			ACCOUNT TOTAL	3,096.00				
			ORG 0400 TOTAL	3,096.00				
811			UTILITY EXPENSE ACCOUNTS					
811	650902		DWI LOAN PAYMENT					
004646	DESOTO COUNTY REGION 3017		2023 10 INV A	87,127.25	C-071823	JULY 2023 SEWER FEE		
			ACCOUNT TOTAL	87,127.25				
811	651400		DCRUA UPGRADE TAP FEEES					
004646	DESOTO COUNTY REGION 7-10-23		2023 10 INV A	6,150.00	C-071823	COLLECTED SEWER FEE		
			ACCOUNT TOTAL	6,150.00				
811	651500		DCRUA TAP FEEES					
004646	DESOTO COUNTY REGION 7-10-23		2023 10 INV A	11,100.00	C-071823	COLLECTED SEWER FEE		
			ACCOUNT TOTAL	11,100.00				
			ORG 811 TOTAL	104,377.25				
815			UTILITY CAPITAL IMPROVEMENTS					
815	625300		EXTENSION & OTHER IMPROVEMENTS					
018221	CIVIL-LINK, LLC	80331	2023 10 INV A	24,072.15	C-071823	WTR VALVE OPER & EV		
018221	CIVIL-LINK, LLC	80333	2023 10 INV A	9,036.04	C-071823	UTILITY MAPPING &		
018221	CIVIL-LINK, LLC	80335	2023 10 INV A	1,131.88	C-071823	LEAD & COPPER SYS I		
018221	CIVIL-LINK, LLC	80336	2023 10 INV A	37,056.31	C-071823	MDOT GOODMAN & I55		
				71,296.38				
			ACCOUNT TOTAL	71,296.38				
815	625300 1550		FIRE EXTENSION PH III					
018221	CIVIL-LINK, LLC	80332	2023 10 INV A	6,137.03	C-071823	FIRE SERV EXT PHASE		
			ACCOUNT TOTAL	6,137.03				
815	625305		SANITARY SEWER EXTENSION					
004494	J R STEWART	36742	23000241 2023 10 INV A	58,414.20	C-071823	(SOLE SOURCE) GRIND		
004494	J R STEWART	36743	2023 10 INV A	4,780.02	C-071823	FLOAT TREES		
004494	J R STEWART	36744	2023 10 INV A	2,048.58	C-071823	FLOAT TREES		
				65,242.80				
018221	CIVIL-LINK, LLC	80330	2023 10 INV A	7,169.62	C-071823	SANITARY SEWER SERV		

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			72,412.42
815	625310				CAPITAL IMPROVEMENTS			
	031530	CY CONSTRUCTION, LLC 1634		0	2023 10 INV A			1,250.00 C-071823
	031530	CY CONSTRUCTION, LLC 1635		0	2023 10 INV A			2,150.00 C-071823
								<b>3,400.00</b>
					ACCOUNT TOTAL			3,400.00
815	625310 1003				STARLANDING WATER SYS IM PH II			
	018221	CIVIL-LINK, LLC	80334	0	2023 10 INV A			6,018.91 C-071823
					ACCOUNT TOTAL			6,018.91
					ORG 815 TOTAL			159,264.74
820					UTILITY ADMINISTRATIVE EXPENSE			
820	610400				OFFICE SUPPLIES			
	007600	ODP BUSINESS	320511375001	0	2023 10 INV A			99.98 C-071823
					ACCOUNT TOTAL			99.98
820	610500				COMPUTERS			
	000952	TYLER TECHNOLOGIES	45-427074	0	2023 10 INV A			14,262.99 C-071823
					ACCOUNT TOTAL			14,262.99
820	625700				TELEPHONE & POSTAGE			
	017546	ARISTA	INVAIS0007836	0	2023 10 INV A			13,719.17 C-071823
					ACCOUNT TOTAL			13,719.17
820	626500				PRINTING			
	006685	DEX IMAGING	AR9677686	0	2023 10 INV A			52.65 C-071823
	006685	DEX IMAGING	AR9686251	0	2023 10 INV A			9.34 C-071823
								<b>61.99</b>
	017546	ARISTA	INVAIS0007836	0	2023 10 INV A			4,360.09 C-071823
					ACCOUNT TOTAL			4,422.08
					ORG 820 TOTAL			32,504.22
825					UTILITY MAINTENANCE EXPENSES			
825	611000				MATERIALS			
	000354	METER SERVICE AND SU 30700		0	2023 10 INV A			4,790.40 C-071823
	000354	METER SERVICE AND SU 30709		0	2023 10 INV A			3,478.25 C-071823
	000354	METER SERVICE AND SU 30791		0	2023 10 INV A			980.00 C-071823
	000354	METER SERVICE AND SU 30799		0	2023 10 INV A			444.88 C-071823

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
						9,693.53			
000687 SOUTHERN PIPE & SUPP	8102274-00	0	2023 10	INV	A	10.00	C-071823	BUSHINGS	
000687 SOUTHERN PIPE & SUPP	8149316-00	0	2023 10	INV	A	79.94	C-071823	FITTINGS	
000687 SOUTHERN PIPE & SUPP	8157350-00	0	2023 10	INV	A	21.64	C-071823	FITTINGS	
						111.58			
000734 MAGNOLIA ELECTRIC	373316	0	2023 10	INV	A	407.50	C-071823	FLOAT WIRE FOR PUMP	
001102 SOUTHAVEN SUPPLY	190119	0	2023 10	INV	A	1,051.53	C-071823	MISC SUPPLIES	
001130 G & C SUPPLY CO	6912331	0	2023 10	INV	A	520.35	C-071823	ADAPTERS	
001447 NATURE'S EARTH PRODU	T3-021038	0	2023 10	INV	A	53.00	C-071823	SOIL FOR YARD REPAI	
005044 LOWE'S HOME CENTERS,	7-15-23	0	2023 10	INV	A	2,170.14	C-071823	LOWES STMT 7/15/23	
007766 CENTRAL PIPE SUPPLY,	S100338673001	0	2023 10	INV	A	1,474.30	C-071823	FITTINGS	
011578 CORE & MAIN LP	S214870	0	2023 10	INV	A	517.60	C-071823	FITTINGS	
011578 CORE & MAIN LP	S916190	0	2023 10	INV	A	1,876.34	C-071823	SADDLES, COUPLINGS,	
011578 CORE & MAIN LP	T100373	0	2023 10	INV	A	2,220.60	C-071823	COPPER TUBE & ADAPT	
011578 CORE & MAIN LP	T100488	0	2023 10	INV	A	2,128.96	C-071823	COPPER TUBE & PIPE	
011578 CORE & MAIN LP	T130776	0	2023 10	INV	A	1,394.12	C-071823	SADDLES	
011578 CORE & MAIN LP	T130778	0	2023 10	INV	A	99.58	C-071823	SADDLE	
						8,237.20			
015408 J & J MAINTENANCE SU	15712	0	2023 10	INV	A	180.50	C-071823	ANTIBACTERIA FOAM B	
037152 SCOTT PETROLEUM CORP	396811	0	2023 10	INV	A	839.70	C-071823	DEF FLUID	
ACCOUNT TOTAL						24,739.33			
825 611100								CHEMICALS	
001146 IDEAL CHEMICAL	282698	0	2023 10	INV	A	3,729.10	C-071823	CHEMICALS FOR WHITW	
001146 IDEAL CHEMICAL	282699	0	2023 10	INV	A	2,669.75	C-071823	CHEMICALS FOR GREEN	
001146 IDEAL CHEMICAL	282700	0	2023 10	INV	A	3,729.10	C-071823	CHEMICALS FOR GETWE	
						10,127.95			
ACCOUNT TOTAL						10,127.95			
825 611300								MAINTENANCE VEHICLES	
006706 LANDERS DODGE	349683	0	2023 10	INV	A	50.20	C-071823	INSPECTION TRK #861	
029563 LANDERS FORD SOUTH	151406	0	2023 10	INV	A	474.84	C-071823	REPAIRS TO TRK #850	
037860 KEY COLLISION OF SOU	1022	0	2023 10	INV	A	3,654.63	C-071823	REPAIRS TO TRK #865	



CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
				ACCOUNT TOTAL				4,179.67	
825	612200			MAINTENANCE EQUIPMENT & BUILD					
022719	UMB CARD SERVICES	7-01-23-0044	0	2023 10	INV A			179.98	C-071823 UMB CREDIT CARD PYM
024542	BRIGGS EQUIPMENT	INV2848469	23000306	2023 10	INV A			43,883.92	C-071823 REPAIRS TO JCB FRON
				ACCOUNT TOTAL				44,063.90	
825	622100			PROFESSIONAL SERVICES					
002349	TANK PRO INC	15343	0	2023 10	INV A			4,337.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	15344	0	2023 10	INV A			4,337.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	15345	0	2023 10	INV A			4,337.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	15346	0	2023 10	INV A			4,337.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	15347	0	2023 10	INV A			4,337.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	15348	0	2023 10	INV A			7,822.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	15349	0	2023 10	INV A			7,168.00	C-071823 QUARTERLY BILLING F
002349	TANK PRO INC	2349	0	2023 10	INV A			6,163.50	C-071823 QUARTERLY BILLING F
								42,838.50	
018221	CIVIL-LINK, LLC	80329	0	2023 10	INV A			2,699.90	C-071823 UTILITIES RPR SERV
026328	WAYPOINT ANALYTICAL	650206	0	2023 10	INV A			58.00	C-071823 WATER TEST
				ACCOUNT TOTAL				45,596.40	
				ORG 825	TOTAL			128,707.25	
FUND 0400 UTILITY FUND								TOTAL:	427,949.46

**CITY OF SOUTHAVEN**



**FY2023 CLAIMS DOCKET C-071823**

YEAR/PERIOD: 2022/1 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
850			MAINTENANCE EXPENSES				
850	622100		PROFESSIONAL SERVICES				
008127	WASTE CONNECTIONS OF 60100623001	0	2023 10 INV A	274,496.56	C-071823	PROF SERV	
			ACCOUNT TOTAL	274,496.56			
			ORG 850 TOTAL	274,496.56			
FUND 0450 SANITATION FUND				TOTAL:	274,496.56		

\*\* END OF REPORT - Generated by Nicole Hilario \*\*

FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
125								COURT DEPARTMENT	
125	621505							COURT SUPPLIES	
001095	VERIZON WIRELESS	9938575737	0	2023 10	INV A	80.02	D-071823	642151677-00001	
007504	PAETEC	75794829	0	2023 10	INV A	104.25	D-071823	ACCT 61147293	
						ACCOUNT TOTAL		184.27	
						ORG 125	TOTAL	184.27	
145								DEPARTMENT OF FINANCE & ADMIN	
145	625700							TELEPHONE & POSTAGE	
001095	VERIZON WIRELESS	9938575737	0	2023 10	INV A	120.03	D-071823	642151677-00001	
						ACCOUNT TOTAL		120.03	
145	626900							TRAVEL & TRAINING	
001339	CREDIT CARD CENTER	7-13-23	0	2023 10	INV P	255.00	D-071823	207823	CREDIT CARD CENTER
						ACCOUNT TOTAL		255.00	
						ORG 145	TOTAL	375.03	
150								INFORMATION TECHNOLOGY	
150	610550							NETWORK CONNECTIVITY	
001095	VERIZON WIRELESS	9938575737	0	2023 10	INV A	160.06	D-071823	642151677-00001	
002351	COMCAST	174920575	0	2023 10	INV P	2,662.47	D-071823	207798	SDWAN FOR IT BLDG &
007504	PAETEC	75794829	0	2023 10	INV A	12,177.57	D-071823	ACCT 61147293	
						ACCOUNT TOTAL		15,000.10	
150	614000							GASOLINE/OIL	
006919	FUELMAN	NP64667054	0	2023 10	INV P	81.41	D-071823	207805	IT FUEL
006919	FUELMAN	NP64714154	0	2023 10	INV A	147.89	D-071823	IT FUEL	
						ACCOUNT TOTAL		229.30	
150	625700							TELEPHONE/POSTAGE	
001095	VERIZON WIRELESS	9938575737	0	2023 10	INV A	80.02	D-071823	642151677-00001	
						ACCOUNT TOTAL		80.02	
						ORG 150	TOTAL	15,309.42	
155								CITY CLERK	
155	610400							OFFICE SUPPLIES	
030629	AMAZON CAPITAL	1GQD1DMRKV1R	0	2023 10	INV P	8.98	D-071823	207817	SUPPLIES

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL				8.98				
155 007504	625700 PAETEC 75794829	0	TELEPHONE & POSTAGE 2023 10 INV A	597.49	D-071823	ACCT 61147293		
ACCOUNT TOTAL				597.49				
ORG 155 TOTAL				606.47				
FACILITIES								
160 030629	610400 AMAZON CAPITAL 1GQD1DMRKV1R	0	OFFICE SUPPLIES 2023 10 INV P	29.06	D-071823	207817 SUPPLIES		
ACCOUNT TOTAL				29.06				
ORG 160 TOTAL				29.06				
PLANNING / ENGINEERING DEPT								
180 030629	610400 AMAZON CAPITAL 1GQD1DMRKV1R	0	OFFICE SUPPLIES 2023 10 INV P	11.79	D-071823	207817 SUPPLIES		
ACCOUNT TOTAL				11.79				
180 001095	625700 VERIZON WIRELESS 9938575737	0	TELEPHONE/POSTAGE 2023 10 INV A	700.19	D-071823	642151677-00001		
ACCOUNT TOTAL				700.19				
180 001339	626900 CREDIT CARD CENTER 7-13-23	0	TRAVEL & TRAINING 2023 10 INV P	640.00	D-071823	207823 CREDIT CARD CENTER		
021258	THOMPSON ENGINEERING 7-7-23	0	2023 10 INV A	500.00	D-071823	STORMWATER CERT TRA		
029058	TOUNGETT AUSTIN 7-7-23	0	2023 10 INV A	92.00	D-071823	STORMWATER CERT TRA		
037929	ROBERTS FORREST Q 7-7-23	0	2023 10 INV A	92.00	D-071823	STORMWATER CERT TRA		
ACCOUNT TOTAL				1,324.00				
ORG 180 TOTAL				2,035.98				
POLICE DEPARTMENT								
211 000543	611300 COMSERV SERVICES 732005650-1	0	MAINTENANCE VEHICLES 2023 10 INV P	1,762.95	D-071823	207799 3245 INSTALL-'23 DO		
211 000543	COMSERV SERVICES 732005654-1	0	2023 10 INV P	1,762.95	D-071823	207799 3249 INSTALL UNIT 3		
				3,525.90				
003874	AUTO ZONE 9786087	0	2023 10 INV P	1,048.57	D-071823	207797 SHOP PARTS		
ACCOUNT TOTAL				4,574.47				

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
211	614000							FUEL & OIL				
006919	FUELMAN	NP64600986	0	2023	10	INV P		13,117.57	O-071823	207803	FUEL FOR SPD FLEET	
006919	FUELMAN	NP64713833	0	2023	10	INV P		19,879.39	D-071823	207830	FUEL FOR SPD FLEET	
								32,996.96				
								ACCOUNT TOTAL			32,996.96	
211	622100							PROFESSIONAL SERVICES				
030534	DATAFACTS	186716	0	2023	10	INV P		43.00	D-071823	207800	EMPLOYEE BACKGROUND	
								ACCOUNT TOTAL			43.00	
211	625700							TELEPHONE & POSTAGE				
001095	VERIZON WIRELESS	9938575737	0	2023	10	INV A		5,724.56	D-071823		642151677-00001	
001234	BRIGHTSPEED	1223-0623	0	2023	10	INV P		289.76	D-071823	207821	300091223- PHONES	
007504	PAETEC	75794829	0	2023	10	INV A		190.33	D-071823		ACCT 61147293	
								ACCOUNT TOTAL			6,204.65	
211	626000							UTILITIES				
000966	ENERGY	145007162259	0	2023	10	INV P		4,329.26	D-071823	207725	37423837- 8691 NORT	
000966	ENERGY	150006057461	0	2023	10	INV P		31.84	D-071823	207725	167750488-2719 BROO	
000966	ENERGY	190006252629	0	2023	10	INV P		31.53	D-071823	207725	167750496-7505 CHER	
000966	ENERGY	30008776847	0	2023	10	INV P		2,356.98	D-071823	207725	151475605-7320 HIGH	
000966	ENERGY	325005315867	0	2023	10	INV P		41.64	D-071823	207725	133300244-8691 NORT	
								6,791.25				
001145	ATMOS ENERGY	402910480623	0	2023	10	INV P		39.85	D-071823	207701	4029104805-7320 HIG	
								ACCOUNT TOTAL			6,831.10	
211	626900							TRAVEL & TRAINING				
001339	CREDIT CARD CENTER	7-13-23	0	2023	10	INV P		4,459.39	D-071823	207823	CREDIT CARD CENTER	
								ACCOUNT TOTAL			4,459.39	
211	630400							MACHINERY & EQUIPMENT				
013136	AT&T	1878-0623	0	2023	10	INV A		8,036.00	D-071823		662M1070460011878-C	
028755	NAVSURFWARCENDIV CRA	8292023	0	2023	10	INV P		5,400.00	D-071823	207809	15 NIGHT VISION GOG	
								ACCOUNT TOTAL			13,436.00	
								ORG 211			TOTAL	68,545.57
215								EMERGENCY SERVICES				
215	622100							PROFESSIONAL FEES				
030534	DATAFACTS	186716	0	2023	10	INV P		54.00	D-071823	207800	EMPLOYEE BACKGROUND	

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			54.00	
215	626900			TRAVEL & TRAINING					
001339	CREDIT CARD CENTER	7-13-23	0	2023	10	INV P	-579.00	D-071823	207823 CREDIT CARD CENTER
036948	PAYNE ZACH	6-28-23	0	2023	9	INV P	233.90	D-071823	207461 REIMBURSEMENT FOR F
					ACCOUNT TOTAL			-345.10	
					ORG 215	TOTAL			-291.10
290				FIRE DEPARTMENT					
290	614000			FUEL & OIL					
006919	FUELMAN	NP64577324	0	2023	9	INV P	154.07	D-071823	207458 FUEL
006919	FUELMAN	NP64601001	0	2023	9	INV P	71.42	D-071823	207459 FUEL
006919	FUELMAN	NP64666744	0	2023	10	INV P	45.55	D-071823	207804 FUEL
					ACCOUNT TOTAL			271.04	
290	622100			PROFESSIONAL SERVICES					
030534	DATAFACTS	186716	0	2023	10	INV P	106.50	D-071823	207800 EMPLOYEE BACKGROUND
					ACCOUNT TOTAL			106.50	
290	625700			TELEPHONE & POSTAGE					
001095	VERIZON WIRELESS	9938575737	0	2023	10	INV A	960.74	D-071823	642151677-00001
001167	AT&T MOBILITY	3065-062723	0	2023	10	INV A	3,352.51	D-071823	287288053065x070520
007504	PAETEC	75794829	0	2023	10	INV A	102.00	D-071823	ACCT 61147293
					ACCOUNT TOTAL			4,415.25	
290	626000			UTILITIES					
000966	ENERGY	235006499051	0	2023	9	INV P	309.16	D-071823	207456 50134691-8945 TULAN
000966	ENERGY	235006499109	0	2023	9	INV P	1,901.16	D-071823	207456 51589596-1940 STATE
000966	ENERGY	60007869312	0	2023	10	INV P	1,719.11	D-071823	207825 15374952-6050 ELMOR
					ACCOUNT TOTAL			3,929.43	
001145	ATMOS ENERGY	1390-0623	0	2023	9	INV P	277.23	D-071823	207454 3020521390-6050 ELM
001145	ATMOS ENERGY	2695-0623	0	2023	9	INV P	198.02	D-071823	207454 3019672695-7980 SWI
001145	ATMOS ENERGY	4569-0623	0	2023	9	INV P	236.47	D-071823	207454 3020654569-6450 GET
001145	ATMOS ENERGY	9368-0723	0	2023	10	INV P	225.98	D-071823	207819 3016939368-1940 STA
					ACCOUNT TOTAL			937.70	
					ACCOUNT TOTAL			4,867.13	



CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
000966	ENTERGY	325005316439	0	2023	10	INV	P	27.42 D-071823	207828 17624495-3005 STANT	
000966	ENTERGY	35007826320	0	2023	10	INV	P	66.28 D-071823	207827 79896114-984 STATEL	
000966	ENTERGY	365005035978	0	2023	10	INV	P	254.45 D-071823	207825 110822012-STATELINE	
000966	ENTERGY	370003868779	0	2023	10	INV	P	349.17 D-071823	207825 100968049-8770 NORT	
000966	ENTERGY	375004934512	0	2023	10	INV	P	126.41 D-071823	207826 110821964-ST LINE H	
000966	ENTERGY	375004934513	0	2023	10	INV	P	99.45 D-071823	207826 110821972-STATELINE	
000966	ENTERGY	375004934515	0	2023	10	INV	P	100.25 D-071823	207826 110822038-RASCO RD	
000966	ENTERGY	3750049345414	0	2023	10	INV	P	104.68 D-071823	207826 110821998-MS VALLEY	
000966	ENTERGY	3800003862449	0	2023	10	INV	P	11.31 D-071823	207828 89409965-ESTATES OF	
000966	ENTERGY	405004543692	0	2023	10	INV	P	165.90 D-071823	207825 19041425-GOODMAN &	
000966	ENTERGY	410003012784	0	2023	10	INV	P	51.57 D-071823	207827 47904040-8683 AIRWA	
000966	ENTERGY	420003120495	0	2023	10	INV	P	102.44 D-071823	207826 61645719-7655 AIRWA	
000966	ENTERGY	420003120496	0	2023	10	INV	P	185.56 D-071823	207825 61645784-7532 S CRE	
000966	ENTERGY	455004259358	0	2023	10	INV	P	27.42 D-071823	207828 31166523-1200 BROOK	
000966	ENTERGY	480003197475	0	2023	10	INV	P	132.63 D-071823	207826 110821956-HWY 51 @	
000966	ENTERGY	65007618404	0	2023	10	INV	P	27.57 D-071823	207828 15540321-367 RASCO	
000966	ENTERGY	65007618610	0	2023	10	INV	P	252.85 D-071823	207825 69086056-HAMILTON	
000966	ENTERGY	70007716055	0	2023	10	INV	P	39.41 D-071823	207827 64945074-805 RASCO	
000966	ENTERGY	85007478207	0	2023	10	INV	P	89.52 D-071823	207826 160129912-HWY 51 @	
000966	ENTERGY	85007490148	0	2023	10	INV	P	44.64 D-071823	207827 129563102-426 STARL	
						4,808.28				
001105	NORTHCENTRAL ELECTRI	7002-0623	0	2023	10	INV	P	582.97 D-071823	207834 59247002-MALONE RD	
001105	NORTHCENTRAL ELECTRI	7009-0623	0	2023	10	INV	P	833.45 D-071823	207834 59247009-3750 FREEM	
001105	NORTHCENTRAL ELECTRI	7013-0623	0	2023	10	INV	P	29.76 D-071823	207834 59247013-3750 FREEM	
001105	NORTHCENTRAL ELECTRI	7017-0623	0	2023	10	INV	P	31.56 D-071823	207834 59247017-STATELINE/	
001105	NORTHCENTRAL ELECTRI	7018-0623	0	2023	10	INV	P	45.83 D-071823	207834 59247018-GOODMAN RD	
						1,523.57				
ACCOUNT TOTAL						6,331.85				
ORG 315 TOTAL						6,331.85				
411					PARKS DEPARTMENT					
411	612201					PARK MAINTENANCE				
004854	WEST MEMPHIS FENCE &	92856	0	2023	10	INV	P	360.00 D-071823	207814 PVC POST CAPS	
019230	WASTE PRO-MEMPHIS	1042041	0	2023	9	INV	P	270.01 D-071823	207462 0001042041-TRASH @	
019230	WASTE PRO-MEMPHIS	1042042	0	2023	9	INV	P	181.73 D-071823	207462 0001042042-TRASH @	
019230	WASTE PRO-MEMPHIS	1042044	0	2023	9	INV	P	540.01 D-071823	207462 0001042044-TRASH @	
019230	WASTE PRO-MEMPHIS	1042045	0	2023	9	INV	P	137.60 D-071823	207462 0001042045- TRASH @	
019230	WASTE PRO-MEMPHIS	1042046	0	2023	9	INV	P	181.73 D-071823	207462 0001042046-TRASH @	
						1,311.08				
ACCOUNT TOTAL						1,671.08				
411	622100					PROFESSIONAL SERVICES				
030534	DATAFACTS	186717	0	2023	10	INV	P	75.50 D-071823	207800 EMPLOYEE BACKGROUND	



CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
034374 TRUE MEDICAL TESTING	3609	0	2023 10	INV	P	45.00	D-071823	207812	DRUG SCREENING		
037955 LANDERS CENTER	INV-0405	0	2023 9	INV	P	126,127.55	D-071823	207460	AMPITHEATER-BETTER		
037955 LANDERS CENTER	INV-0414	0	2023 9	INV	P	228,164.02	D-071823	207460	AMPITHEATER TRACY &		
037955 LANDERS CENTER	INV-0415	0	2023 9	INV	P	760,462.87	D-071823	207460	AMPITHEATER DAVE MA		
						<b>1,114,754.44</b>					
ACCOUNT TOTAL						1,114,874.94					
411 625700			TELEPHONE & POSTAGE								
001095 VERIZON WIRELESS	9938575737	0	2023 10	INV	A	480.14	D-071823		642151677-00001		
ACCOUNT TOTAL						480.14					
411 626000			UTILITIES								
000966 ENTERGY	110007520643	0	2023 9	INV	P	38.96	D-071823	207457	16836454-4700 STATE		
000966 ENTERGY	110007520644	0	2023 9	INV	P	532.62	D-071823	207456	16838229-4700 STATE		
000966 ENTERGY	175007067423	0	2023 9	INV	P	29.20	D-071823	207457	117424333-1729 BROO		
000966 ENTERGY	190006252339	0	2023 9	INV	P	63.08	D-071823	207456	16838419-7505 CHERR		
000966 ENTERGY	190006252341	0	2023 9	INV	P	633.64	D-071823	207456	16839250-7505 CHERR		
000966 ENTERGY	2025616724	0	2023 9	INV	P	10,421.17	D-071823	207456	41111535-7360 US HW		
000966 ENTERGY	360003861567	0	2023 9	INV	P	56.01	D-071823	207457	56395635-7360 US HW		
000966 ENTERGY	380003860709	0	2023 9	INV	P	137.32	D-071823	207456	19046929-1978 STATE		
000966 ENTERGY	410003012711	0	2023 9	INV	P	32.27	D-071823	207457	46687588-365 RASCO		
						<b>11,944.27</b>					
001105 NORTHCENTRAL ELECTRI	7010-0623-LATE	0	2023 10	INV	P	20.26	D-071823	207834	59247010-3750 FREEM		
001105 NORTHCENTRAL ELECTRI	7015-0623	0	2023 10	INV	P	31.68	D-071823	207834	59247015-3656 PINE		
001105 NORTHCENTRAL ELECTRI	7016-0623	0	2023 10	INV	P	685.90	D-071823	207834	59247016-3656 PINE		
						<b>737.84</b>					
001145 ATMOS ENERGY	2435-0623	0	2023 9	INV	P	37.24	D-071823	207454	3019672435-8400 GRE		
001145 ATMOS ENERGY	301501820623	0	2023 10	INV	P	37.24	D-071823	207701	3015018239-6070 SNO		
001145 ATMOS ENERGY	301525330623	0	2023 10	INV	P	51.07	D-071823	207701	3015253332-7360 HIG		
001145 ATMOS ENERGY	3076-0623	0	2023 9	INV	P	39.85	D-071823	207454	3020713076-8925 SWI		
001145 ATMOS ENERGY	4936-0623	0	2023 9	INV	P	39.85	D-071823	207454	3057134936-6205 SNO		
001145 ATMOS ENERGY	7730-0723	0	2023 10	INV	A	44.22	D-071823		3015017730-1320 BRO		
						<b>249.47</b>					
001234 BRIGHTSPEED	200373-0623	0	2023 10	INV	P	96.38	D-071823	207821	400200373-FOREVER Y		
016529 DIRECTV	230629-0623	0	2023 10	INV	P	200.07	D-071823	207824	021298039X230629		
016529 DIRECTV	30617-070623	0	2023 10	INV	P	136.94	D-071823	207801	ACCT 019027170-3335		
						<b>337.01</b>					
ACCOUNT TOTAL						13,364.97					

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
				ORG 411	TOTAL	1,130,391.13			
412	PARK TOURNAMENTS								
412	627901	TOURNAMENT UMPIRE FEES							
001051	MALONE TERRY	7-01-23	0	2023 10	INV P	445.00	D-071823	207752 UMPIRE- DIZZY DEAN	
001068	GUNN, DEWAYNE	7-01-23	0	2023 10	INV P	605.00	D-071823	207732 UMPIRE- DIZZY DEAN	
002743	WRICE WILLIE	7-01-23	0	2023 10	INV P	685.00	D-071823	207796 UMPIRE- DIZZY DEAN	
002749	HENTZ JEFF	7-01-23	0	2023 10	INV P	2,920.00	D-071823	207736 UMPIRE- DIZZY DEAN	
004615	GABBERT JAMIE	6-04-23	0	2023 10	INV A	150.00	D-071823	DIZZY DEAN SOFTBALL	
008272	STOCKTON RANDY	7-01-23	0	2023 10	INV P	780.00	D-071823	207779 UMPIRE- DIZZY DEAN	
008692	WELCH HENRY JOEY	6-04-23	0	2023 10	INV A	600.00	D-071823	DIZZY DEAN SDFTBALL	
008764	BEASLEY GARY	7-01-23	0	2023 10	INV P	2,718.00	D-071823	207704 UMPIRE- DIZZY DEAN	
008915	RUCKER JOSEPH M	6-04-23	0	2023 10	INV A	800.00	D-071823	DIZZY DEAN SOFTBALL	
010184	ACKERMAN JOHNNY	7-01-23	0	2023 10	INV P	3,080.00	D-071823	207699 UMPIRE- DIZZY DEAN	
010287	CLYNES DENNIS	7-01-23	0	2023 10	INV P	570.00	D-071823	207713 UMPIRE- DIZZY DEAN	
010300	JONES LARRY SHANE	7-12-23	0	2023 10	INV A	125.00	D-071823	SCOREKEEPER- PGI WE	
012494	MILTON QUINTON	7-01-23	0	2023 10	INV P	435.00	D-071823	207757 UMPIRE- DIZZY DEAN	
016707	DAVIS LONNIE	7-01-23	0	2023 10	INV P	565.00	D-071823	207719 UMPIRE- DIZZY DEAN	
016709	DAVIS DANIEL	7-01-23	0	2023 10	INV P	1,575.00	D-071823	207717 UMPIRE- DIZZY DEAN	
017285	STAFFORD ALICIA	7-01-23	0	2023 10	INV P	50.00	D-071823	207775 SCOREKEEPERS DIZZY	
017627	SMOCK NATALIE	7-01-23	0	2023 10	INV P	50.00	D-071823	207773 SCOREKEEPERS DIZZY	
021366	DEAN JESSE CALVIN	7-01-23	0	2023 10	INV P	505.00	D-071823	207721 UMPIRE- DIZZY DEAN	
021367	BREWER MICHAEL	6-4-23	0	2023 10	INV A	500.00	D-071823	DIZZY DEAN SOFTBALL	
021370	GORE JAMES HUNTER	7-01-23	0	2023 10	INV P	545.00	D-071823	207731 UMPIRE- DIZZY DEAN	
021399	JORDAN JORDAN	7-01-23	0	2023 10	INV P	1,403.00	D-071823	207746 SCOREKEEPERS DIZZY	
021399	JORDAN JORDAN	7-11-23	0	2023 10	INV A	595.00	D-071823	SCOREKEEPER SOFTBAL	
021399	JORDAN JORDAN	7-12-23	0	2023 10	INV A	2,190.00	D-071823	SCOREKEEPER- PGI WE	
						<b>4,188.00</b>			
023087	WATSON LAWRENCE	7-01-23	0	2023 10	INV P	290.00	D-071823	207791 UMPIRE- DIZZY DEAN	

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YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
023180 SOWELL ADAM	7-01-23	0	2023 10	INV	P	320.00 D-071823	207774	UMPIRE- DIZZY DEAN	
023412 JOHNSTON BRENT	6-11-23-1	0	2023 10	INV	A	1,155.00 D-071823		UMPIRE-SUMMER CELEB	
023412 JOHNSTON BRENT	7-01-23	0	2023 10	INV	P	750.00 D-071823	207745	UMPIRE- DIZZY DEAN	
						<b>1,905.00</b>			
024526 LACEY PATRICK	7-01-23	0	2023 10	INV	P	390.00 D-071823	207749	UMPIRE- DIZZY DEAN	
026232 TATKO MARK	7-01-23	0	2023 10	INV	P	3,439.00 D-071823	207782	UMPIRE- DIZZY DEAN	
026606 FARMER TAJMAHAL	7-01-23	0	2023 10	INV	P	955.00 D-071823	207726	UMPIRE- DIZZY OEAN	
027984 CRITTENDEN TAYLOR	7-01-23	0	2023 10	INV	P	50.00 D-071823	207716	SCOREKEEPERS DIZZY	
027984 CRITTENDEN TAYLOR	7-12-23	0	2023 10	INV	A	150.00 D-071823		SCOREKEEPER- PGI WE	
						<b>200.00</b>			
028224 WALKER KEVIN	7-01-23	0	2023 10	INV	P	550.00 D-071823	207788	UMPIRE- DIZZY DEAN	
028226 SMITH BAILEY NICOLE	7-01-23	0	2023 10	INV	P	300.00 D-071823	207771	SCOREKEEPERS DIZZY	
028233 SHEARON ANESSIA	7-01-23	0	2023 10	INV	P	150.00 D-071823	207767	SCOREKEEPERS DIZZY	
028233 SHEARON ANESSIA	7-11-23	0	2023 10	INV	A	225.00 D-071823		SCOREKEEPER SOFTBAL	
						<b>375.00</b>			
028302 YOUNT BRANDY	6-4-23	0	2023 10	INV	A	600.00 D-071823		DIZZY DEAN SOFTBALL	
028303 DAVIS THOMAS	7-01-23	0	2023 10	INV	P	1,040.00 D-071823	207720	UMPIRE- DIZZY DEAN	
028487 JOHNSON LEROY	7-01-23	0	2023 10	INV	P	425.00 D-071823	207744	UMPIRE- DIZZY DEAN	
029256 CARMICHAEL JONATHAN	6-04-23	0	2023 10	INV	A	2,190.00 D-071823		DIZZY DEAN SOFTBALL	
029257 OSBURN JASON	6-04-23	0	2023 10	INV	A	650.00 D-071823		DIZZY DEAN SOFTBALL	
030373 DDVE RANDY	7-01-23	0	2023 10	INV	P	840.00 D-071823	207724	UMPIRE- DIZZY DEAN	
030374 PACILEO JIM	7-01-23	0	2023 10	INV	P	850.00 D-071823	207759	UMPIRE- DIZZY DEAN	
031989 HARLOW WILLIAM C	63023	0	2023 10	INV	P	990.00 D-071823	207806	6/5-6/30 TENNIS	
032079 LANE MARIO	7-01-23	0	2023 10	INV	P	635.00 D-071823	207750	UMPIRE- DIZZY DEAN	
032092 STENNIS RODNEY	6-04-23	0	2023 10	INV	A	750.00 O-071823		DIZZY DEAN SOFTBALL	
032092 STENNIS RODNEY	7-01-23	0	2023 10	INV	P	570.00 D-071823	207777	UMPIRE- DIZZY DEAN	
						<b>1,320.00</b>			
032095 GOODWIN JOHN	7-01-23	0	2023 10	INV	P	870.00 D-071823	207730	UMPIRE- DIZZY DEAN	

CITY OF SOUTHAVEN



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YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
032102 BURDETTE AMANDA	7-01-23	0	2023 10	INV	P	625.00 D-071823	207708	SCOREKEEPERS DIZZY		
032102 BURDETTE AMANDA	7-12-23	0	2023 10	INV	A	750.00 D-071823		SCOREKEEPER- PGI WE		
						<b>1,375.00</b>				
032180 THERRELL STAN JR	7-01-23	0	2023 10	INV	P	360.00 D-071823	207783	UMPIRE- DIZZY DEAN		
032210 WATKINS ARBEDELL	7-01-23	0	2023 10	INV	P	784.00 D-071823	207789	UMPIRE- DIZZY DEAN		
032275 TURNER NOLAN	7-12-23	0	2023 10	INV	A	125.00 D-071823		SCOREKEEPER- PGI WE		
033253 BREWER JACOB	7-01-23	0	2023 10	INV	P	580.00 D-071823	207707	UMPIRE- DIZZY DEAN		
033256 BACCHUS GREGORY WILL	7-01-23	0	2023 10	INV	P	510.00 D-071823	207702	UMPIRE- DIZZY DEAN		
033374 TUCKER ANTHONY	7-01-23	0	2023 10	INV	P	210.00 D-071823	207786	UMPIRE- DIZZY DEAN		
033375 MCCLURKAN JOSH	7-01-23	0	2023 10	INV	P	735.00 D-071823	207755	UMPIRE- DIZZY DEAN		
033381 ALBONETTI COLTON	7-11-23	0	2023 10	INV	A	75.00 D-071823		SCOREKEEPER SOFTBAL		
033441 BARNETT JOEY	5-7-23-1	0	2023 9	INV	P	925.00 D-071823	207455	RE-ISSUE PG SUPER N		
033590 HOWELL JAMES	6-04-23	0	2023 10	INV	A	550.00 D-071823		DIZZY DEAN SOFTBALL		
033595 MOODY KIRSTEN	7-01-23	0	2023 10	INV	P	400.00 D-071823	207758	SCOREKEEPERS DIZZY		
033668 GARNER ALIVIA	7-01-23	0	2023 10	INV	P	300.00 D-071823	207728	SCOREKEEPERS DIZZY		
033680 BURDETTE CHAD	7-01-23	0	2023 10	INV	P	100.00 D-071823	207709	SCOREKEEPERS DIZZY		
033681 PATTY ANTORIS	7-01-23	0	2023 10	INV	P	450.00 D-071823	207760	SCOREKEEPERS DIZZY		
033681 PATTY ANTORIS	7-12-23	0	2023 10	INV	A	650.00 D-071823		SCOREKEEPER- PGI WE		
						<b>1,100.00</b>				
033748 CASSELL ROBERT	7-01-23	0	2023 10	INV	P	1,350.00 D-071823	207711	UMPIRE- DIZZY DEAN		
033751 STONER RACHEL	7-01-23	0	2023 10	INV	P	450.00 D-071823	207781	SCOREKEEPERS DIZZY		
033751 STONER RACHEL	7-11-23	0	2023 10	INV	A	350.00 D-071823		SCOREKEEPER SOFTBAL		
033751 STONER RACHEL	7-12-23	0	2023 10	INV	A	150.00 D-071823		SCOREKEEPER- PGI WE		
						<b>950.00</b>				
033780 GLOVER KARL	7-01-23	0	2023 10	INV	P	710.00 D-071823	207729	UMPIRE- DIZZY DEAN		
033781 DAVIS LONGINO	7-01-23	0	2023 10	INV	P	710.00 D-071823	207718	UMPIRE- DIZZY DEAN		
033832 SHERMAN TODD	7-01-23	0	2023 10	INV	P	675.00 D-071823	207769	UMPIRE- DIZZY DEAN		
034000 GUTH THOMAS	6-04-23	0	2023 10	INV	A	600.00 D-071823		DIZZY DEAN SOFTBALL		

FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
034390 DESTEFANO LANDDN	7-01-23	0	2023 10	INV	P	705.00 D-071823	207722	UMPIRE- OIZZY DEAN	
034391 RAINEY GEORGE ANDREW	7-01-23	0	2023 10	INV	P	450.00 D-071823	207763	SCOREKEEPERS DIZZY	
034391 RAINEY GEORGE ANDREW	7-12-23	0	2023 10	INV	A	650.00 D-071823		SCOREKEEPER- PGI WE	
						<b>1,100.00</b>			
034444 GRAY PANELLIPI	7-12-23	0	2023 10	INV	A	75.00 D-071823		SCOREKEEPER- PGI WE	
034591 HARRIS MARSHON K	7-01-23	0	2023 10	INV	P	935.00 D-071823	207734	UMPIRE- DIZZY DEAN	
034690 DINKINS MICHAEL	6-4-23	0	2023 10	INV	A	550.00 D-071823		DIZZY DEAN SOFTBALL	
034702 WILBANKS SAVANAH	7-12-23	0	2023 10	INV	A	475.00 D-071823		SCOREKEEPER- PGI WE	
035272 COX MADISON	7-01-23	0	2023 10	INV	P	200.00 D-071823	207715	SCOREKEEPERS DIZZY	
035272 COX MADISON	7-12-23	0	2023 10	INV	A	550.00 D-071823		SCOREKEEPER- PGI WE	
						<b>750.00</b>			
035273 BROWNLEE MELISSA	7-11-23	0	2023 10	INV	A	375.00 D-071823		SCOREKEEPER SOFTBAL	
035283 HILL AMY	7-01-23	0	2023 10	INV	P	425.00 D-071823	207737	SCOREKEEPERS DIZZY	
035283 HILL AMY	7-11-23	0	2023 10	INV	A	275.00 D-071823		SCOREKEEPER SOFTBAL	
						<b>700.00</b>			
035290 SIPPS CAMERON	7-01-23	0	2023 10	INV	P	100.00 D-071823	207770	SCOREKEEPERS DIZZY	
035290 SIPPS CAMERON	7-12-23	0	2023 10	INV	A	75.00 D-071823		SCOREKEEPER- PGI WE	
						<b>175.00</b>			
035298 BRENTS KALAH	6-04-23	0	2023 10	INV	A	600.00 D-071823		DIZZY DEAN SOFTBALL	
035364 SMITH BRANDON COLT	7-01-23	0	2023 10	INV	P	615.00 D-071823	207772	UMPIRE- DIZZY DEAN	
035367 BIBLE JOSH	7-01-23	0	2023 10	INV	P	495.00 D-071823	207706	UMPIRE- DIZZY DEAN	
035368 WEST CALEB	7-01-23	0	2023 10	INV	P	510.00 D-071823	207793	UMPIRE- DIZZY DEAN	
035408 RUSSELL JEREMY	7-12-23	0	2023 10	INV	A	150.00 D-071823		SCOREKEEPER- PGI WE	
035416 TURNMIRE CARMEN	7-01-23	0	2023 10	INV	P	150.00 D-071823	207787	SCOREKEEPERS DIZZY	
035418 MCCLENDON MADELYN	7-01-23	0	2023 10	INV	P	75.00 D-071823	207754	SCOREKEEPERS DIZZY	
035418 MCCLENDON MADELYN	7-11-23	0	2023 10	INV	A	75.00 D-071823		SCOREKEEPER SOFTBAL	
						<b>150.00</b>			
035456 JOHNSON BRIANNA	7-01-23	0	2023 10	INV	P	150.00 D-071823	207742	SCOREKEEPERS DIZZY	
035457 SHELL WILLIAM	7-01-23	0	2023 10	INV	P	320.00 D-071823	207768	UMPIRE- DIZZY DEAN	

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
035457 SHELL WILLIAM	7-11-23	0	2023 10	INV	A	125.00	D-071823	SCOREKEEPER SOFTBAL		
						445.00				
035459 PIGE JAYLON	7-01-23	0	2023 10	INV	P	450.00	D-071823	207761 SCOREKEEPERS DIZZY		
035459 PIGE JAYLON	7-12-23	0	2023 10	INV	A	750.00	D-071823	SCOREKEEPER- PGI WE		
						1,200.00				
035565 WILSON CEDRIC	7-01-23	0	2023 10	INV	P	285.00	D-071823	207795 UMPIRE- DIZZY DEAN		
035653 MAHFOUZ BRANDON	7-12-23	0	2023 10	INV	A	200.00	D-071823	SCOREKEEPER- PGI WE		
035747 BELL RYAN	7-01-23	0	2023 10	INV	P	280.00	D-071823	207705 UMPIRE- DIZZY DEAN		
035753 HOOD JENNIFER	7-12-23	0	2023 10	INV	A	125.00	D-071823	SCOREKEEPER- PGI WE		
035838 HAMBY TYLER	7-01-23	0	2023 10	INV	P	250.00	D-071823	207733 SCOREKEEPERS DIZZY		
035838 HAMBY TYLER	7-12-23	0	2023 10	INV	A	300.00	D-071823	SCOREKEEPER- PGI WE		
						550.00				
035846 THURMAN HASSIE	7-01-23	0	2023 10	INV	P	150.00	D-071823	207785 SCOREKEEPERS DIZZY		
035846 THURMAN HASSIE	7-11-23	0	2023 10	INV	A	100.00	D-071823	SCOREKEEPER SOFTBAL		
						250.00				
035896 WOLF GEORGE	63023	0	2023 10	INV	P	1,100.00	D-071823	207816 6/5-6/30 TENNIS		
035897 WISEMAN JONATHAN	63023	0	2023 10	INV	P	375.00	D-071823	207815 6/5-6/30 TENNIS		
035899 JOHNSON ALEXANDRA	63023	0	2023 10	INV	P	1,300.00	D-071823	207807 6/5-6/30 TENNIS		
035900 PATINO ELIZABETH	63023	0	2023 10	INV	P	340.00	D-071823	207810 6/5-6/30 TENNIS		
035921 HENRY MICHAEL	7-01-23	0	2023 10	INV	P	280.00	D-071823	207735 UMPIRE- DIZZY DEAN		
035970 HOSKINS DANTE	7-12-23	0	2023 10	INV	A	75.00	D-071823	SCOREKEEPER- PGI WE		
035984 ARMSTRONG LONDEN	7-01-23	0	2023 10	INV	P	50.00	D-071823	207700 SCOREKEEPERS DIZZY		
035984 ARMSTRONG LONDEN	7-12-23	0	2023 10	INV	A	50.00	D-071823	SCOREKEEPER- PGI WE		
						100.00				
036078 BEAL BLAKE AUSTIN	7-11-23	0	2023 10	INV	A	435.00	D-071823	SCOREKEEPER SOFTBAL		
036080 MASON REGINA	6-4-23	0	2023 10	INV	A	700.00	D-071823	DIZZY DEAN SOFTBALL		
036081 MASON JON B	6-04-23	0	2023 10	INV	A	700.00	D-071823	DIZZY DEAN SOFTBALL		
036083 FRANKS HAYDEN	6-4-23	0	2023 10	INV	A	150.00	D-071823	DIZZY DEAN SOFTBALL		

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
036341 LIPE COHEN	7-01-23	0	2023 10	INV P	225.00	D-071823	207751 SCOREKEEPERS DIZZY		
036341 LIPE COHEN	7-12-23	0	2023 10	INV A	300.00	D-071823	SCOREKEEPER- PGI WE		
					525.00				
036577 MCCLENDON MASON	7-11-23	0	2023 10	INV A	75.00	D-071823	SCOREKEEPER SOFTBAL		
037105 LEWIS DRAKE T	7-12-23	0	2023 10	INV A	75.00	D-071823	SCOREKEEPER- PGI WE		
037106 CHE' AVA	7-01-23	0	2023 10	INV P	150.00	D-071823	207712 SCOREKEEPERS DIZZY		
037109 WRIGHT JAMES DARRELL	7-11-23	0	2023 10	INV A	225.00	D-071823	SCOREKEEPER SOFTBAL		
037301 POLLARD LASEDRICK	7-01-23	0	2023 10	INV P	260.00	D-071823	207762 UMPIRE- DIZZY DEAN		
037302 FROST JONATHAN	6-04-23	0	2023 10	INV A	450.00	D-071823	DIZZY DEAN SOFTBALL		
037303 HOLLIOAY III WILLIAM	7-01-23	0	2023 10	INV P	560.00	D-071823	207738 UMPIRE- DIZZY DEAN		
037308 MOSS RILEY	7-12-23	0	2023 10	INV A	575.00	D-071823	SCOREKEEPER- PGI WE		
037312 SIMS ZION	7-12-23	0	2023 10	INV A	125.00	D-071823	SCOREKEEPER- PGI WE		
037314 FRAZIER KALEB	7-01-23	0	2023 10	INV P	75.00	D-071823	207727 SCOREKEEPERS DIZZY		
037314 FRAZIER KALEB	7-11-23	0	2023 10	INV A	250.00	D-071823	SCOREKEEPER SOFTBAL		
					325.00				
037315 WALKER ALEXANDER	7-12-23	0	2023 10	INV A	100.00	D-071823	SCOREKEEPER- PGI WE		
037316 BATEMAN MAURICE	7-01-23	0	2023 10	INV P	175.00	D-071823	207703 SCOREKEEPERS DIZZY		
037316 BATEMAN MAURICE	7-12-23	0	2023 10	INV A	500.00	D-071823	SCOREKEEPER- PGI WE		
					675.00				
037318 HOSKINS DARIUS	7-01-23	0	2023 10	INV P	175.00	D-071823	207740 SCOREKEEPERS DIZZY		
037318 HOSKINS DARIUS	7-11-23	0	2023 10	INV A	75.00	D-071823	SCOREKEEPER SOFTBAL		
037318 HOSKINS DARIUS	7-12-23	0	2023 10	INV A	125.00	D-071823	SCOREKEEPER- PGI WE		
					375.00				
037326 HOLMES DERRICK JAMAR	7-01-23	0	2023 10	INV P	545.00	D-071823	207739 UMPIRE- DIZZY DEAN		
037328 SESSLER STEPHEN HARR	7-01-23	0	2023 10	INV P	495.00	D-071823	207766 UMPIRE- DIZZY DEAN		
037329 BROWNLEE KATIE	7-11-23	0	2023 10	INV A	450.00	D-071823	SCOREKEEPER SOFTBAL		
037331 HOLLIDAY JACKSON	7-12-23	0	2023 10	INV A	300.00	D-071823	SCOREKEEPER- PGI WE		
037332 KELLY CALEB	7-01-23	0	2023 10	INV P	575.00	D-071823	207747 SCOREKEEPERS DIZZY		
037332 KELLY CALEB	7-11-23	0	2023 10	INV A	525.00	D-071823	SCOREKEEPER SOFTBAL		
037332 KELLY CALEB	7-12-23	0	2023 10	INV A	325.00	D-071823	SCOREKEEPER- PGI WE		

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
										1,425.00
037337 SANTUCCI SHERRIE	7-01-23	0	2023 10	INV	P	150.00	D-071823	207765 SCOREKEEPERS DIZZY		
037337 SANTUCCI SHERRIE	7-11-23	0	2023 10	INV	A	325.00	D-071823	SCOREKEEPER SOFTBAL		
										475.00
037388 SNERLING NORMAN	7-1-23	0	2023 10	INV	A	300.00	D-071823	UMPIRE DIZZY DEAN 2		
037395 HOWELL TROY E	7-01-23	0	2023 10	INV	P	140.00	D-071823	207741 UMPIRE- DIZZY DEAN		
037399 COCKRELL MERI CARSON	7-01-23	0	2023 10	INV	P	250.00	D-071823	207714 SCOREKEEPERS DIZZY		
037400 WATSON JAYLON	7-01-23	0	2023 10	INV	P	50.00	D-071823	207790 SCOREKEEPERS DIZZY		
037400 WATSON JAYLON	7-11-23	0	2023 10	INV	A	175.00	D-071823	SCOREKEEPER SOFTBAL		
037400 WATSON JAYLON	7-12-23	0	2023 10	INV	A	450.00	D-071823	SCOREKEEPER- PGI WE		
										675.00
037402 BASS O'RYAN	7-12-23	0	2023 10	INV	A	275.00	D-071823	SCOREKEEPER- PGI WE		
037512 WEGFEHRT MAYSEY	7-01-23	0	2023 10	INV	P	150.00	D-071823	207792 SCOREKEEPERS DIZZY		
037512 WEGFEHRT MAYSEY	7-11-23	0	2023 10	INV	A	175.00	D-071823	SCOREKEEPER SOFTBAL		
										325.00
037514 STAPLES JACK	7-01-23	0	2023 10	INV	P	520.00	D-071823	207776 UMPIRE- DIZZY DEAN		
037553 DANIEL AERION	7-12-23	0	2023 10	INV	A	250.00	D-071823	SCOREKEEPER- PGI WE		
037620 STOKES LEONA-KLAIRE	7-01-23	0	2023 10	INV	P	50.00	D-071823	207780 SCOREKEEPERS DIZZY		
037620 STOKES LEONA-KLAIRE	7-12-23	0	2023 10	INV	A	75.00	D-071823	SCOREKEEPER- PGI WE		
										125.00
037621 ABLES AVA	7-01-23	0	2023 10	INV	P	150.00	D-071823	207698 SCOREKEEPERS DIZZY		
037761 STEPHENS KAMIYAH	7-01-23	0	2023 10	INV	P	100.00	D-071823	207778 SCOREKEEPERS DIZZY		
037846 RODGERS RASHAD	7-01-23	0	2023 10	INV	P	100.00	D-071823	207764 SCOREKEEPERS DIZZY		
037848 THOMAS BRAYLON	7-01-23	0	2023 10	INV	P	75.00	D-071823	207784 SCOREKEEPERS DIZZY		
037848 THOMAS BRAYLON	7-11-23	0	2023 10	INV	A	125.00	D-071823	SCOREKEEPER SOFTBAL		
037848 THOMAS BRAYLON	7-12-23	0	2023 10	INV	A	175.00	D-071823	SCOREKEEPER- PGI WE		
										375.00
037852 CALLAHAN ADALYN	7-01-23	0	2023 10	INV	P	75.00	D-071823	207710 SCOREKEEPERS DIZZY		
037853 MCKNIGHT BRAYDEN	7-01-23	0	2023 10	INV	P	100.00	D-071823	207756 SCOREKEEPERS DIZZY		
037853 MCKNIGHT BRAYDEN	7-12-23	0	2023 10	INV	A	350.00	D-071823	SCOREKEEPER- PGI WE		



CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									450.00
037913	AINSWORTH BRAXTEN 7-12-23	0	2023 10	INV	A	50.00	D-071823	SCOREKEEPER- PGI WE	
037914	KIRKPATRICK KATELYN 7-01-23	0	2023 10	INV	P	175.00	D-071823	207748 SCOREKEEPERS DIZZY	
037916	ADAMS BRIANNA 6-4-23	0	2023 10	INV	A	800.00	D-071823	DIZZY DEAN SOFTBALL	
037917	MARETT BROCK 7-01-23	0	2023 10	INV	P	345.00	D-071823	207753 UMPIRE- DIZZY DEAN	
037932	OVERMAN BRUCE 6-04-23	0	2023 10	INV	A	400.00	D-071823	DIZZY DEAN SOFTBALL	
037933	MORRIS JOSEPH 6-4-23	0	2023 10	INV	A	400.00	D-071823	DIZZY DEAN SOFTBALL	
037956	JOHNSON DYLAN WADE 7-01-23	0	2023 10	INV	P	600.00	D-071823	207743 UMPIRE- DIZZY DEAN	
037957	WILKINS DAVIS SHANE 7-01-23	0	2023 10	INV	P	360.00	D-071823	207794 UMPIRE- DIZZY DEAN	
037983	WASHINGTON JEREMIAH 6-4-23	0	2023 10	INV	A	500.00	D-071823	DIZZY DEAN SOFTBALL	
037984	RIVERS TIMOTHY WAYNE 6-04-23	0	2023 10	INV	A	850.00	D-071823	DIZZY DEAN SOFTBALL	
	ACCOUNT TOTAL					88,474.00			
	ORG 412 TOTAL					88,474.00			
511								MUNICIPAL CODE ENFORCEMENT	
511	625700							TELEPHONE & POSTAGE	
001167	AT&T MOBILITY 1874-062823	0	2023 10	INV	P	50.95	D-071823	207818 66228051366461874-	
	ACCOUNT TOTAL					50.95			
	ORG 511 TOTAL					50.95			
902								GENERAL EXPENSES	
902	620902							FACILITIES MANAGEMENT	
000966	ENERGY 120006121230	0	2023 9	INV	P	1,825.16	D-071823	207456 16004111-8889 NORTH	
000966	ENERGY 120006121247	0	2023 9	INV	P	76.22	D-071823	207456 15991573-8710 NORTH	
000966	ENERGY 15008119889	0	2023 10	INV	P	38.37	D-071823	207827 109997221-2009 STAR	
000966	ENERGY 15008119890	0	2023 10	INV	P	45.16	D-071823	207827 109997247-165 STARL	
000966	ENERGY 160006032794	0	2023 9	INV	P	17.55	D-071823	207457 190769851-9105 GETW	
000966	ENERGY 175007065824	0	2023 9	INV	P	1,047.82	D-071823	207456 130057649-7312 HWY	
000966	ENERGY 2025616742	0	2023 10	INV	P	5,728.57	D-071823	207802 68111178-8554 NORTH	
000966	ENERGY 210005524212	0	2023 9	INV	P	131.47	D-071823	207456 80540586-8889 NORTH	
000966	ENERGY 265006239295	0	2023 9	INV	P	7,916.82	D-071823	207456 16831992-8700 NORTH	
000966	ENERGY 4085 STATELINE RD	0	2023 10	INV	P	42.89	D-071823	207802 16832636-4085 STATE	
000966	ENERGY 45007752502	0	2023 10	INV	P	38.64	D-071823	207802 110165339- 5730 STA	
						16,908.67			
008127	WASTE CONNECTIONS OF 6920011W010	0	2023 10	INV	P	238.89	D-071823	207813 WEST PRECINCT DUMPS	

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
008127 WASTE CONNECTIONS OF	6922249W010	0	2023 10	INV	P	150.00	D-071823	207837 IT BLDG DUMPSTER	
						388.89			
014437 CB RICHARD ELLIS COR	14437	0	2023 10	INV	P	467.69	D-071823	207822 MAY 2023 RENT	
014437 CB RICHARD ELLIS COR	40518	0	2023 10	INV	P	467.69	D-071823	207822 JUNE 2023 RENT	
014437 CB RICHARD ELLIS COR	40621	0	2023 10	INV	P	467.69	D-071823	207822 JULY 2023 RENT	
						1,403.07			
033109 MID-SOUTH EMERGENCY	6217-1	0	2023 10	INV	P	171.00	D-071823	207808 EM LIGHTING	
033109 MID-SOUTH EMERGENCY	6218-1	0	2023 10	INV	P	360.00	D-071823	207808 FEMA	
033109 MID-SOUTH EMERGENCY	6219-1	0	2023 10	INV	P	240.00	D-071823	207808 WEST PRECINCT	
033109 MID-SOUTH EMERGENCY	6221-1	0	2023 10	INV	P	24.00	D-071823	207808 TENNIS EM LIGHTING	
033109 MIO-SOUTH EMERGENCY	6620-1	0	2023 10	INV	P	1,200.00	D-071823	207808 PARKS	
						1,995.00			
ACCOUNT TOTAL						20,695.63			
902	622100			PROFESSIONAL SERVICES					
022644 CORPORATE PLANNING	1703	0	2023 10	INV	A	895.00	D-071823	FSA MONTHLY FEES &	
024871 WAGeworks	623-TR44884	0	2023 10	INV	P	379.75	D-071823	207836 COBRA ADMIN FEES	
ACCOUNT TOTAL						1,274.75			
ORG 902 TOTAL						21,970.38			
FUND 0010 GENERAL FUND						TOTAL:		1,345,531.15	

CITY OF SOUTHAVEN



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YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
611				SPECIAL ASSESSMENTS EXPEND					
611	626105			SPRINGFEST EXPENSE					
024752	BREWER ROBERT W	4102377-1	0	2023	10 INV P	150.00	D-071823	207820	RE-ISSUE 1ST ANYTHI
026449	KELLY SEPTIC SER	25116	0	2023	10 INV P	7,555.00	D-071823	207833	SPRINGFEST PORTA PO
035741	SOUTHERN SWINE	4102329-1	0	2023	10 INV P	100.00	D-071823	207835	RE-ISSUE 8TH RIBS M
				ACCOUNT TOTAL		7,805.00			
611	626200			DIZZY DEAN					
004849	DIZZY DEAN INC	7-3-2023	0	2023	10 INV P	15,000.00	D-071823	207723	DIZZY DEAN SOFTBALL
				ACCOUNT TOTAL		15,000.00			
				ORG 611	TDTAL	22,805.00			
FUND 0240 TOURIST & CONVENTION						TOTAL:	22,805.00		

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD:	2022/1	TO	2023/10									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
0400				UTILITY FUND								
0400	130700			ACCOUNTS RECEIVABLE								
013516	ANDRADA DEBORAH	(T 42484-1	0	2023	9	INV P	95.45	D-071823	207453	RE-ISSUE FOR UTILIT		
				ACCOUNT TOTAL			95.45					
				ORG 0400 TOTAL			95.45					
825				UTILITY MAINTENANCE EXPENSES								
825	611000			MATERIALS								
001102	SOUTHAVEN SUPPLY	187964	0	2023	10	INV P	1,178.82	D-071823	207811	MISC SUPPLIES		
030629	AMAZON CAPITAL	1GP1PP1WCQNV	0	2023	10	INV P	152.10	D-071823	207817	FLASHLIGHTS		
				ACCOUNT TOTAL			1,330.92					
825	622100			PROFESSIONAL SERVICES								
008127	WASTE CONNECTIONS OF	6922248W010	0	2023	10	INV P	150.00	D-071823	207837	6922248W010-DDRCHES		
030534	DATAFACTS	186716	0	2023	10	INV P	24.50	D-071823	207800	EMPLOYEE BACKGROUND		
				ACCOUNT TOTAL			174.50					
825	625700			TELEPHONE & POSTAGE								
001095	VERIZON WIRELESS	9938575737	0	2023	10	INV A	640.16	D-071823		642151677-00001		
001167	AT&T MOBILITY	4319-062723	0	2023	10	INV A	1,556.28	D-071823		287309584319X070520		
				ACCOUNT TOTAL			2,196.44					
825	626000			UTILITIES								
000966	ENERGY	150006075515	0	2023	10	INV P	36.74	D-071823	207827	112498183-1395 PLEA		
000966	ENERGY	20009069149	0	2023	10	INV A	137.56	D-071823		122346919-LEGENDS L		
000966	ENERGY	2025616719	0	2023	10	INV P	11,221.98	D-071823	207825	16850588-7525 GREEN		
000966	ENERGY	2025626086	0	2023	10	INV P	684.44	D-071823	207825	16293136-8779 WHITW		
000966	ENERGY	265006239299	0	2023	9	INV P	86.97	D-071823	207456	16835787-HUDGINS RD		
000966	ENERGY	35007826241	0	2023	10	INV P	111.24	D-071823	207826	16835233-TOWN & COU		
000966	ENERGY	35007826242	0	2023	10	INV P	35.78	D-071823	207828	16839508-8989 STANT		
000966	ENERGY	380003860710	0	2023	10	INV P	12.61	D-071823	207828	19047166-1281 BROOK		
000966	ENERGY	440003149487	0	2023	10	INV A	137.87	D-071823		19338714-TURMAN DR		
000966	ENERGY	55007685923	0	2023	10	INV P	33.90	D-071823	207828	16292922-8779 WHITW		
							12,499.09					
001105	NORTHCENTRAL ELECTRI	7001-0623	0	2023	10	INV P	104.20	D-071823	207834	59247001-3541 GOODM		
001105	NORTHCENTRAL ELECTRI	7007-0623	0	2023	10	INV P	155.73	D-071823	207834	59247007-5714 RIVER		
001105	NORTHCENTRAL ELECTRI	7011-0623	0	2023	10	INV P	31.89	D-071823	207834	59247011-4105 GOODM		
							291.82					
001145	ATMOS ENERGY	1609-0623	0	2023	10	INV P	38.41	D-071823	207819	401281609-4164 HWY		

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
	001145 ATMOS ENERGY	1654-0623	0	2023 10	INV P	22.93	D-071823	207819 4012381654-53 WOODL
	001145 ATMOS ENERGY	5862-0623	0	2023 9	INV P	22.93	D-071823	207454 4024565862-8182 GET
						84.27		
					ACCOUNT TOTAL	12,875.18		
				ORG 825	TOTAL	16,577.04		
	FUND 0400 UTILITY FUND				TOTAL:	16,672.49		

FY2023 CLAIMS DOCKET D-071823

YEAR/PERIOD: 2022/1 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
850			MAINTENANCE EXPENSES				
850	622107		RECYCLING SERVICES				
008127	WASTE CONNECTIONS OF 6916204W010	0	2023 10 INV P	1,100.44	D-071823	207837 DUMPSTERS	
			ACCOUNT TOTAL	1,100.44			
			ORG 850 TOTAL	1,100.44			
FUND 0450 SANITATION FUND				TOTAL:	1,100.44		

\*\* END OF REPORT - Generated by Alicia Ferguson \*\*

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET W-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION			
0600			PAYROLL FUND						
0600	214100		MS STATE RETIREMENT						
002313	MS STATE RETIREMENT	JUNE-2023	2023 10 DIR P	246,100.90	W-071823	58462	PERS JUNE 2023		
ACCOUNT TOTAL				246,100.90					
0600	214900		DEFERRED COMPENSATION						
002311	EMPOWER RETIREMENT	1105404526	2023 10 DIR P	9,071.72	W-071823	59078	EMPLOYEE CONTR FDR		
ACCOUNT TOTAL				9,071.72					
0600	215101		CAF-PRETAX MEDICAL						
022644	CORPORATE PLANNING	7-7-23	2023 10 DIR P	6,624.85	W-071823	58463	FSA/DFSA 070723		
ACCOUNT TOTAL				6,624.85					
ORG 0600 TOTAL				261,797.47					
FUND 0600 PAYROLL FUND				TOTAL:	261,797.47				

\*\* END OF REPORT - Generated by Alicia Ferguson \*\*

**CITY OF SOUTHAVEN**



**FY2023 CLAIMS DOCKET WIRE\_001**

YEAR/PERIOD: 2023/10 TO 2023/10		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
0010			GENERAL FUNO				
0010	211300			SALES TAX PAYABLE			
001176	MS DEPT OF REVENUE	7-7-23	0	2023 10 DIR P	13,740.68	WIRE_001	59077 JUNE SALES TAX - UT
				ACCOUNT TOTAL	13,740.68		
			ORG 0010	TOTAL	13,740.68		
FUND 0010 GENERAL FUND					TOTAL:		13,740.68



CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET WIRE\_001

YEAR/PERIOD: 2023/10 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
0400								UTILITY FUND	
0400	211300							SALES TAX PAYABLE	
001176	MS DEPT OF REVENUE	7-7-23	0					2023 10 DIR P	
						4,393.08	WIRE_001	59077 JUNE SALES TAX - UT	
						4,393.08		ACCOUNT TOTAL	
						4,393.08		ORG 0400 TOTAL	
FUND 0400 UTILITY FUND						TOTAL:		4,393.08	

\*\* END OF REPORT - Generated by Alicia Ferguson \*\*

FY2023 CLAIMS DOCKET U-071823

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
0400				UTILITY FUND					
0400	130700			ACCOUNTS RECEIVABLE					
037987	DOWNNS THOMAS	42739	0	2023 10 INV A	202.05		U-071823		
				ACCOUNT TOTAL	202.05				
				ORG 0400 TOTAL	202.05				
FUND 0400 UTILITY FUND					TOTAL :	202.05			

\*\* END OF REPORT - Generated by Nicole Hilario \*\*

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF  
SOUTHAVEN, MISSISSIPPI APPROVING ENGAGEMENT LETTER FOR RETENTION  
OF SPECIAL COUNSEL - MAYO MALLETTE, PLLC**

**WHEREAS**, certain issues have arisen with respect to the collection of municipal ad valorem taxes, and

**WHEREAS**, the Mayor and Board of Aldermen are of the opinion that the retention of special counsel is advisable in order to protect the City's interest with respect to such issues, and

**WHEREAS**, one or more other governing authorities in Desoto County are similarly situated and desire to share in the expense of special counsel on a pro rata basis, and

**WHEREAS**, the Mayor and Board find that it is in the best interest of the citizens of Southaven that it retain Mayo Mallette, PLLC in regard to these matters, and that payment of fees and expenses on a pro rata basis should be approved.

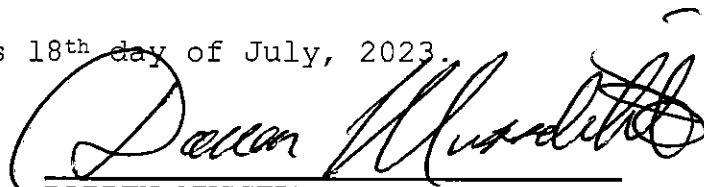
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

1. That Mayo Mallette, PLLC is hereby retained in connection with issues related to the collection of municipal ad valorem taxes.
2. The Mayor, or his designee, is hereby authorized and directed to sign the engagement letter provided by Mayo Mallette, PLLC attached hereto as Exhibit "A."
3. That the City Clerk, or her designee, is hereby authorized to arrange for payment of fees and expenses associated with this engagement on a pro rata basis as determined by the level of participation by similarly situated governing authorities and as approved by the City Attorney.

Following the reading of this Resolution, it was introduced by Alderman Flores and seconded by Alderman Wheeler. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome	YES
Alderman Kristian Kelly	YES
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John David Wheeler	YES
Alderman Raymond Flores	YES

**RESOLVED AND DONE**, this 18<sup>th</sup> day of July, 2023.

  
DARREN MUSSELWHITE, MAYOR

**ATTEST:**

  
ANDREA MULLEN, CITY CLERK



July 14, 2023  
Page 1

POPE S. MALLETTE  
pmallette@mayomallette.com  
Direct: (662) 513-4898

Via Electronic Mail

July 14, 2023

Bryan E. Dye, Esq.  
City Attorney  
City of Olive Branch  
9200 Pigeon Roost Road  
Olive Branch, MS 38654  
*bbye@obms.us*

Re: Desoto County, Mississippi Municipalities

Dear Bryan:

This letter confirms that you have requested this firm to provide an engagement letter, so that several municipalities in DeSoto County, Mississippi, as well as the County itself (collectively "the entities"), may consider joint engagement of our firm to represent those entities in a potential action to ensure appropriate tax collection services are provided, pursuant to agreements (or a single agreement, if approved by the Attorney General) between or among those several municipalities and Desoto County. If approved, fees incurred pursuant to this engagement letter would be payable pro rata in accordance with a separate agreement among the participating entities which ultimately decide to retain this firm's services.

We appreciate this opportunity to represent the entities which decide to retain the firm. We will charge the following rates for legal services which might be needed as part of the representation:

Pope S. Mallette	\$300.00 per hour
Paul B. Watkins, Jr.	\$280.00 per hour

Any other timekeeper will charge at a lower hourly rate than those stated above.

We will also charge for out-of-pocket expenses, including items such as photocopies, travel, and filing fees. We will submit monthly statements for services rendered and expenses incurred and expect prompt payment after submission of those statements. We understand that payment may be made through one or more of the entities and then to this firm, or may be paid on the pro rata basis as referenced above, by each entity directly to this firm.

July 14, 2023

Page 2

Either the entity(ies) or this firm may terminate the attorney-client relationship that is established by the respective municipalities' decision to retain this firm, at any time, provided that each entity will remain responsible for satisfying its portion of the outstanding invoice(s), and all fees and expenses incurred but not yet billed up until the time of termination.

Unless otherwise requested by any of the entities, we will use email addresses provided by you or the attorneys for the other participating entities to exchange unencrypted email containing privileged and confidential communications. All our communications, between or among the entities participating in this engagement, will be confidential based on the common interest in the legal issues and potential litigation which are the subject of this firm's engagement.

If these terms are acceptable, please indicate by signing and returning a copy of this letter. Your signature will indicate that the entity you represent has approved of the terms included in this letter.

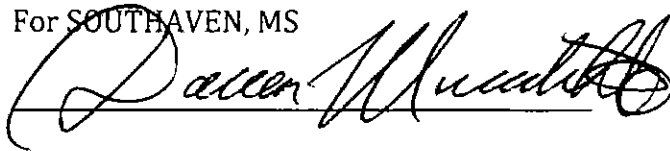
Again, we appreciate the opportunity to provide legal services to the participating entities.

Sincerely,

MAYO MALLETTE PLLC

Pope S. Mallette  
PSM/lt

For SOUTHAVEN, MS



7-20-23

DATE

For HERNANDO, MS

\_\_\_\_\_

DATE

For OLIVE BRANCH, MS

\_\_\_\_\_  
DATE

For HORN LAKE, MS

\_\_\_\_\_  
DATE

For WALLS, MS

\_\_\_\_\_  
DATE

For DESOTO COUNTY, MS

\_\_\_\_\_  
DATE

**APPROVED ON**  
**JUL 06 2023**  
**DeSoto County**  
**Board of Education**

**Contract for Professional Services**  
**Between DeSoto County Schools and City of Southaven**

This contract made and entered into this 6<sup>th</sup> day of July 2023, between the Desoto County School Board of Education, hereinafter referred to as "The Board of Education" and the Southaven Police Department, hereinafter referred to as "The Southaven Police Department". In consideration of the mutually promised contained herein, the parties agree and enter into this contract according to the provisions contained herein. It is the intent of The Board of Education for this money to be an addition to what resources are currently being spent by the Southaven Police Department for SRO's.

The Southaven Police Department shall assign at least one (1) full time law enforcement officer(s) to serve as the School SRO for designated public schools and campuses. The SRO shall retain the exclusive right to exercise the customary functions of law enforcement management. The Police Chief reserves the right to remove any officer assigned as a School SRO at any time, or to otherwise re-allocate and/or re-assign the duties of any SPD-employed SRO. SROs are not employees of the DeSoto County School District and shall not be required to engage in or otherwise provide services contrary to SRO policy. Additionally, an SRO is not a "Certified Educator" licensed by the State of Mississippi (MDE) and shall not function in such a way.

Subject to the provisions hereof, the day-today law enforcement operation and specific law enforcement administrative control of the SPD-SRO Program shall be the responsibility of the Police Chief or his designee. Responsibility for the conduct of the SRO(s), both personally and professionally, shall remain solely with the Police Chief. The SRO is employed, trained and retained by the SPD, and in no event will be considered an employee of the DeSoto County School District. The Police Chief and the Superintendent of Education, or their designees, shall be contact persons for their respective agencies.

The Board of Education agrees to pay \$60,000 per officer to the Southaven Police Department. This is provided the Southaven Police Department complies with the following:

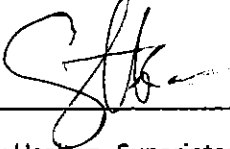
1. Provide full-time police officers per school, duly bonded and state certified to serve as a School Resource Officer (SRO) in DeSoto County Schools located in Desoto County.
2. Two officers at Southaven High School, one officer at Southaven Middle School, two officers at DeSoto Central High School, one officer at DeSoto Central Middle School, and one officer at DeSoto Central Elementary School.
3. Provide the name(s) of the SROs and school(s) they will cover. If the SRO is replaced, the DeSoto County School District will be notified within 30 days of the new assignment.
4. The Southaven Police Department will submit an invoice to the Board of Education bi-annually (per semester). Invoices will be paid the day after the school board meets for their regular monthly meetings.
5. The SRO shall be on duty in DeSoto County Schools located in the Southaven Police Department's area only when students are present and in session. At all other time the officer shall be on duty as assigned by the command staff of the Southaven Police Department.



The term of this contract shall be from August 1, 2023 to July 31, 2024, but may be cancelled at any time with a 30-day notice from either party. Initial payment will be pro-rated and returned based upon the amount of time that services have been rendered prior to the effective date of cancellation.

IN WITNESS THEREOF, the parties hereto have entered into this agreement on the date and year mentioned above.

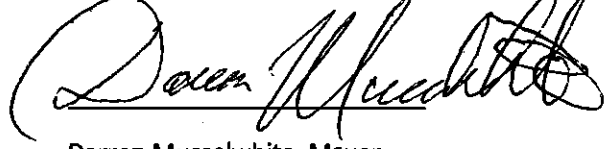
DeSoto County School District



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Cory Useiton, Superintendent

Southaven Police Department



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Darren Musselwhite, Mayor

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A  
PENALTY AND IMPOSING LIEN OF  
THE SAME AGAINST PROPERTY**

**WHEREAS**, the City of Southaven (“City”) has the authority, pursuant to Section 21-19-11 of the Mississippi Code (1972) to clean up property within the City, under circumstances which create a menace to the public health and safety of the community, and

**WHEREAS**, the Mayor and Board of Aldermen conducted hearings regarding various properties, as set forth in Exhibit A, and determined that the conditions and circumstances of such properties created a menace to the public health and safety of the community, and ordered the clean-up of the properties, and

**WHEREAS**, pursuant to the authority granted to the City, the Mayor and Board of Aldermen contracted with an outside contractor who has undertaken and completed the clean-up of the properties, and

**WHEREAS**, the Mayor and Board of Aldermen have heard proof and find as a fact that the actual cost of the clean-up is as attached hereto as Exhibit A, and

**WHEREAS**, the Mayor and Board of Aldermen are desirous of imposing a penalty of Two Hundred Fifty Dollars and 00/100 (\$250.00) per property per cutting, and

**WHEREAS**, the Mayor and Board of Aldermen deem and resolve that the clean-up cost and penalty shall be collected as a lien against property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means.

**NOW, THEREFORE, BE IT ORDERED** by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

1. The actual cost of the clean-up of properties listed in Exhibit A be assessed to the property and the same is hereby determined to be as set forth in Exhibit A attached hereto.
2. A penalty in the amount of \$250 per lot per cutting as listed above be, and the same is hereby imposed against each parcel in addition to the actual cost of the property clean-up.
3. The total amount, as set forth above, be, and the same is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Tax Collector in the

manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.

Following the reading of this Resolution, it was introduced by Alderman \_\_\_\_\_ and seconded by Alderman \_\_\_\_\_. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome  
Alderman Kristian Kelly  
Alderman George Payne  
Alderman Joel Gallagher  
Alderman John David Wheeler  
Alderman Raymond Flores  
Alderman Charlie Hoots

**RESOLVED AND DONE** this 1<sup>st</sup> day of August, 2023.

\_\_\_\_\_  
**DARREN MUSSELWHITE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

Address	Cuttings	Penalty	Enrollment & Release	Total
8241 Oakbrook	1	250.00	8.00	258.00
8206 Cedarbrook	2	500.00	16.00	516.00
1676 Custer Dr.	1	250.00	8.00	258.00
8182 Cedarbrook	1	250.00	8.00	258.00
8044 Jamesbrook	1	250.00	8.00	258.00
1070 Great Oak Dr.	1	250.00	8.00	258.00
1925 Stateline Rd.	1	250.00	8.00	258.00
450 Stateline Rd.	1	250.00	8.00	258.00
1122 Warwick Place	1	250.00	8.00	258.00
PARCEL# 1074190700110600	1	250.00	8.00	258.00
PARCEL# 1074190700110700	1	250.00	8.00	258.00
PARCEL# 1074190700110900	1	250.00	8.00	258.00
PARCEL# 1074190700111000	1	250.00	8.00	258.00
PARCEL# 1074190700110800	1	250.00	8.00	258.00
PARCEL# 1085150000000100	1	850.00	8.00	858.00
PARCEL# 10861400000001900	1	500.00	8.00	508.00
PARCEL# 1078341700001400	1	500.00	8.00	508.00
PARCEL# 1075211200022900	1	600.00	8.00	608.00
PARCEL# 1078340000000204	1	600.00	8.00	608.00
PARCEL# 1078281300019100	1	250.00	8.00	258.00
PARCEL# 1078341400000800	1	250.00	8.00	258.00
PARCEL# 1074190000000200	1	250.00	8.00	258.00
PARCEL# 1074192500000200	1	500.00	8.00	508.00
PARCEL 1086240000000500	1	550.00	8.00	558.00
PARCEL# 1078341700001400	1	250.00	8.00	258.00

**SUBRECIPIENT AGREEMENT  
BY AND BETWEEN  
HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT  
(UEI #: \_\_\_\_\_)  
AND SOUTHAVEN, MISSISSIPPI (UEI #: J5KMCK21XKP7)**

**THIS AGREEMENT** is entered into by and between Horn Lake Creed Basin Interceptor Sewer District (the “District”), a public corporation, that is a special purpose unit of local government entity (the “Subrecipient”) and Southaven, Mississippi, a body corporate and politic, acting by and through the City of Southaven Governing Authorities (the “City”):

**WHEREAS**, the Subrecipient is a public corporation, that is a special purpose unit of local government that operates a sewer system as generally authorized by Mississippi Code Annotated §§ 19-5-175; and

**WHEREAS**, the City has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Fund created under Section 603 of the American Rescue Plan Act of 2021 (ARPA), subject to the State and Local Fiscal Recovery Fund’s (SLFRF) Final Rule (the Final Rule), and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (the Compliance and Reporting Guidelines); and

**WHEREAS**, ARPA authorizes the City to expend ARPA funds awarded to the City for the following eligible purposes, as outlined in the Final Rule:

1. Replace public sector revenue loss: To provide government services up to the amount of revenue lost due to the pandemic;
2. Respond to far-reaching public health and negative economic impacts of the pandemic: By supporting health of communities and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts;
3. Provide premium pay for essential workers: By offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors;
4. Invest in water, sewer, and broadband infrastructure: Making necessary investments to improve access to clean drinking water, to supporting vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet; and

**WHEREAS**, ARPA requires that funds for eligible uses must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds not later than December 31, 2026; and

**WHEREAS**, ARPA authorizes the City to enter into subaward agreements with subrecipients to assist the City in achieving the goals of ARPA; and

**WHEREAS**, the Subrecipient proposes **INSERT SCOPE** (the Project) and the City wishes to provide funding to the Subrecipient for such purpose; and

**WHEREAS**, the Subrecipient certifies that the Project, funded by this Agreement, will comply with all applicable rules and regulations;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

### **Section 1. Overview**

Section 1.1. Definitions. The definitions and requirements for subrecipients as defined in 2 CFR 200.1 are incorporated into this Agreement.

Section 1.2. Source of Funding. This Agreement is funded by a portion of the total sum of Thirty-Five Million Nine Hundred Twenty-Three Thousand Three Hundred Ninety-Eight Dollars (\$35,923,398.00) allocated to the City by the Coronavirus State Local Fiscal Recovery Fund created under Section 603 of ARPA.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient by the City, for the Project.

Section 1.4. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the City to provide the Subrecipient specific information about this subaward. All required information is set out in Attachment A (Subaward Data).

Section 1.5. Term. This Agreement will govern the performance of the parties for the period August 1, 2023 (the Effective Date) through December 31, 2026 (the Expiration Date), unless earlier terminated by either party in accordance with the terms hereof, except as certain provisions are specifically noted to survive expiration or termination. This contract shall remain in effect until one of the following two events has occurred: (i) the Subrecipient and the City replace this Agreement with another written agreement; or (ii) all the Subrecipient's obligations under this Agreement have been met.

### **Section 2. Scope of Funded Activities**

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in Attachment B (Approved Activities/Scope of Services).

Section 2.2. Budget. Subrecipient shall expend the funds on costs substantially in accordance with Attachment C (Approved Budget).

Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available to the Subrecipient.

Section 2.3. Prior Approval for Changes. The foregoing notwithstanding, upon written request of the Subrecipient, the City may, from time to time, approve a revision within line items of the Approved Budget which does not change the total amount of the subaward. The City will evaluate such request and issue a written approval or denial based on the justification provided by the

Subrecipient. In no case shall the revision change the total amount of the subaward without approval by the City Governing Authorities. Budget revisions that require action by the City Governing Authorities will not be approved in the thirty (30) days immediately preceding the Expiration Date. Subrecipient acknowledges that budget revisions, whether approved by the City Supervisors or its designee, are incorporated herein and constitute an enforceable amendment to this Agreement.

### **Section 3. Compensation**

#### **Section 3.1. Payment of Funds.**

- (a) Subrecipient must incur and pay costs in accordance with the Approved Budget and for the performance of the Approved Activities in an amount not to exceed \$3,000,000.00 (Total Agreement Funds or Program Funds, but not to include Program Income in this total as discussed below). The funds shall be paid only for documented expenditures that are: (i) reasonable and necessary to carry out the scope of Approved Activities; (ii) documented by contracts or other evidence of liability consistent with established City and Subrecipient procedures; (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable hereunder; and, (iv) there will be no payment of funds for Program Income Subrecipient receives and uses as noted above.
- (b) Program Funds shall be paid on a lump-sum basis in full within 45 days of the Effective Date. The Subrecipient shall use the funds only for eligible expenditures incurred on or after the Effective Date and prior to the earlier of the Expiration Date or the last day of the Term. All payments made by the Subrecipient using the Program Funds shall be substantiated by submitting the supporting documentation to the City as set out below.
- (c) The amount of Program Funds is subject to adjustment by the City only if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to completion of the Scope of Services.

Section 3.2. Indirect Cost Rate. The Subrecipient shall engage in activities as set forth in the Project. Any modifications to the Project must be approved in writing by the Governing Authority. This grant is not for indirect costs.

Section 3.3. Supporting Documentation. The Subrecipient shall submit supporting documentation consisting of, but not limited to cost substantiation documentation (i.e., invoices, contracts, purchase orders), payment support (i.e., cancelled check, ACH/wire support, copies of bank statements), and all relevant procurement documentation.

### **Section 4. Financial Accountability and Grant Administration**

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any Program Income earned, if applicable, as a result of funds received hereunder. Subrecipient must administer all such funds in accordance with applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 CFR 200) as required by the ARPA/SLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury (Treasury). Subrecipient shall maintain detailed, itemized documentation and other records of all income received, if any, and expenses incurred pursuant to this Agreement.

Section. 4.2. Financial and Other Reports. Subrecipient shall submit reports to the City as may be required by the federal government or the City including reports which enable the City to submit its own reports to Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Monthly Progress Report	By the 15 <sup>th</sup> of the month for the preceding report period
Quarterly Report	Two (2) weeks following the calendar quarter end date
Annual Report	July 1 <sup>st</sup>
Final Report	No later than thirty (30) days following the earlier of the termination date or the end of the Term

The Subrecipient shall provide monthly data uploads to the City to include all receipts, rate sheets, costs and other information substantiating expenses for that month. The City reserves the right to request additional information needed to substantiate costs. This information may be e-mailed to Edi Mcilwain. The Subrecipient shall also prepare quarterly and annual reports to the City to include documentation substantiating costs, detailed progress reports, detailed scheduling statements, and any other information requested or later required by the City to substantiate and account for all funds. Failure to provide timely submission of required data may result in suspension or cancellation of this Agreement. In the event of cancellation, the City reserves the right to demand back payment, in full of all funds provided to the Subrecipient hereunder plus reasonable costs for attorney and collection fees.

Section. 4.3. Improper Payments. Any item of expenditure by Subrecipient hereunder which is determined by auditors, investigators, and other authorized representatives of the City, the state of Mississippi, Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be reimbursed by Subrecipient, immediately upon notification of such, from non-federal funds other than those provided by the City pursuant to this or any other agreements between the City and Subrecipient. This provision shall survive the expiration or termination of this Agreement.



Section. 4.4. Audits. The Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the Term hereof. A Subrecipient that expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

Subrecipient shall provide notice of the completion of any required audits and shall provide access to such audits and other financial information related to the Agreement upon request. Subrecipient shall provide the City with notice of any adverse findings which impact or relate to this Agreement in any way. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt of notice thereof by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

This obligation to have a financial audit performed yearly extends for one year beyond the expiration or termination of this Agreement.

Section. 4.5. Closeout.

(a) Final payment supporting documentation must be received by the City no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Term. In consideration of the execution of this Agreement by the City, Subrecipient agrees that submission of final payment supporting documentation to the City will constitute an agreement by Subrecipient to release and forever discharge the City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of submission of final payment supporting documentation or may thereafter have, arising out of, in connection with or in any way relating to all injuries and damages of any kind resulting from or in any way relating to this Agreement.

(b) The Subrecipient's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the City. Such requirements shall include but are not limited to: submitting final billings and reports, making final payments, disposing of program assets (if applicable), clearance of any issues identified as a result of monitoring, and determining the retention/custodianship of all project records. The provisions of this Section 4.5(b) shall survive the expiration or termination of this Agreement.

## **Section 5. Compliance with Grant Agreement and Applicable Laws**

Section 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the City and Treasury, and all applicable federal, state and local requirements, including all applicable statutes,

rules, regulations, executive orders, directives or other requirements. Such requirements may differ from Subrecipient's current policies and practices.

Section 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA grant, including, but not limited to, the following:

- (a) Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- (b) Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- (c) Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.
- (d) Mississippi Law. This Agreement is also subject to all applicable laws of the state of Mississippi.

Section 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), as adopted by Treasury at 2 CFR 1000 and as set forth in the [Assistance Listing for ARPA/SLFRF \(21.027\)](#). These requirements dictate how Subrecipient must administer the subaward and how the City must oversee Subrecipient.

Subrecipient shall document compliance with 2 CFR 200 requirements, including adoption and implementation of all required policies and procedures, within sixty (60) days of the Effective Date and during all subsequent reviews. It is the Subrecipient's responsibility to properly comply with all 2 CFR 200 requirements. Failure to do so may result in termination of this Agreement.

Section 5.4. Procurement Requirements.

- (a) Procurement Policy. Consistent with 2 CFR 200 compliance requirements, including the standards set out in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient must comply with their own Procurement Policies and Procedures relative to 2 CFR 200.317-327 concerning the purchase of goods and services, including professional services, and shall maintain inventory records of all non-expendable personal property as may be procured with funds provided hereunder.
- (b) Subcontracts. The Subrecipient shall not enter into subcontracts with any agency or

individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract. The Subrecipient shall cause all the provisions of this Agreement in their entirety to be incorporated in and made a part of any such subcontract. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection/procurement process.

(c) Debarment Certification. The Subrecipient must not be listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov. The Subrecipient must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov prior to entry into a contract or subcontract.

(d) City Review of Solicitations. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to the City a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The City will review the solicitation and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the City. Consistent with 2 CFR 200.325, the City will review the solicitation for compliance with applicable procurement standards. The City's review and comments shall not constitute a binding approval of the solicitation. Regardless of the City's review, Subrecipient remains bound by all applicable laws and regulations, and the terms of this Agreement. If during its review the City identifies any deficiencies, then the City will communicate those deficiencies to Subrecipient as quickly as possible.

(e) City Review of Contracts. Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, the Subrecipient shall forward to the City a copy of the written contract prior to contract execution. The City shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within ten (10) business days. Failure to respond within ten (10) business days does not constitute approval by the City. Consistent with 2 CFR 200.325, the City will review the unexecuted contract for compliance with the procurement standards outlined in 2 CFR 200.318-327 as well as Appendix II to Part 200. The City's review and comments shall not constitute an approval of the contract or relieve the Subrecipient of its obligations to comply with all applicable laws, regulations, and the provisions of this Agreement. If during its review the City identifies any deficiencies, the City will communicate those deficiencies to Subrecipient as soon as possible. Subrecipient must correct the noted deficiencies before executing the contract.

#### Section 5.5. Use and Reversion of Assets

(a) Equipment. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be returned to the City (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment needed by the Subrecipient for activities under this Agreement shall be retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of funds used to acquire the equipment.

(b) Relocation, Real Property Acquisition and One-For-One Housing Replacement. If applicable to this Agreement the Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b). The Subrecipient shall also comply with applicable City resolutions and policies concerning the displacement of persons from their residences.

Section 5.6. Subawards. The Subrecipient may not enter a subaward without prior written approval from the City.

Section 5.7. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARPA funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200, et seq.

Section 5.8. Program Income. Program income means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance, except as provided in 2 CFR 200.307(f).

If the Subrecipient will receive program income, the Subrecipient shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 CFR 200.307, and as stipulated in the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds. 2 CFR 200.307(e) sets forth three methods for how program income may be used: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated that program income earned pursuant to expenditures of SLFRF shall be accounted for pursuant to the addition method. The addition method, per 2 CFR 200.307(e)(2), states, “*program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.*”

The Subrecipient acknowledges, by executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated. In addition, the Subrecipient shall add program income earnings to the total subaward amount and expend it on eligible expenditures related to their project during the award period. Such program income must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient. The Subrecipient shall account for and expend program income in compliance with the Uniform Guidance and in accordance with Treasury’s regulations that govern expenditures of SLFRF funds, including the Final Rule, and the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, which provides: “*Recipients of SLFRF funds should calculate, document, and record the organization’s program*

*income. Additional controls your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”*

The Subrecipient acknowledges its responsibility for appropriate recordkeeping and reporting to the City on the generation and/or receipt of such program income and any failure to report program income will be considered a failure to report, as noted in Section 3 above; however, in no event shall Program Income be reimbursable to Subrecipient. Any unspent program income generated by the expenditure of SLFRF funds at the close of the period of performance must be returned to the City.

Section 5.9. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set out in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements, utilizing the form provided in Attachment E (Lobbying Certification).

Section 5.10. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the City, a unique entity identifier assigned by the SAM, which is accessible at [www.SAM.gov](http://www.SAM.gov).

Section. 5.11. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with local and state civil rights ordinances and laws and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(a) The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment and contracting opportunities, in any program or activity funded in whole or in part under this Agreement.

(b) The Subrecipient agrees that no person shall on the grounds of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in

whole or in part pursuant to this Agreement.

(c) The Subrecipient agrees to provide language assistance to Limited English Proficient (LEP) persons upon request and will include a written statement in Spanish or Spanish Creole (or other languages as may be identified in the current or amended City's Four Factor Analysis and Language Access Plan) in all public notices related to this Agreement that translation and/or clarification will be provided upon request.

**Affirmative Action.** The Subrecipient shall be committed to carrying out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**Small Businesses, Women- and Minority-Owned Businesses (MBE/WBE).** If applicable to this Agreement, the Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used herein, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans; Spanish-speaking, Spanish surnamed, or Spanish heritage Americans; Asian-Americans; and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**Fair Housing Laws.** Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

**Disability Protections.** Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

**Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

**Americans with Disabilities Act.** Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**Section 5.12. Federal Funding Accountability and Transparency Act of 2006.** Subrecipient shall provide the City with all information requested by the City to enable the City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101).

Section 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the City proof of any licensure, certification, permit or accreditation upon request.

Section 5.14. Publications or Signage.

(a) Any publicity or signage produced with Program Funds shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2826 awarded to Southaven, Mississippi by the U.S. Department of the Treasury.”

(b) Copyright: No reports, maps, or other documents, produced in whole or in part pursuant to this Agreement, shall be the subject of an application for copyright by or on behalf of the Subrecipient.

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. As required by 2 CFR 200.216, Subrecipient shall not obligate or expend funds received hereunder to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA Section

2(b)(1), Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the City within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient shall certify compliance with SF-424B (Statement of Assurances – Non-Construction) and SF-424D (Statement of Assurances – Construction).

Section 5.20. Drug-free Workplace Requirements. The Subrecipient shall comply with Drug-Free Workplace requirements in Subpart B of 2 CFR Part 182 in conformity with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690).

Section 5.21. Prohibited Activities.

Prohibited Activity. The Subrecipient is prohibited from using Program funds or personnel employed in the administration of the Program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

Religious Activities. The Subrecipient is prohibited from utilizing program funds for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the “Hatch” Act.

Section 5.22. Conflict of Interest. The following provisions regarding conflicts of interest apply to the use and expenditure of ARPA funds by the Subrecipient (and/or) any other participating party and will serve as the written standards required by 2 CFR 200.318(c)(1):

(a) Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or a unit of general City government or any designated public agency or a subrecipient which is receiving ARPA funds who exercises or has exercised any function or responsibilities with respect to ARPA activities assisted herein or is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the City Governing Authorities on a case-by-case basis as requested upon full disclosure in writing.

(b) Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest, involving any other ARPA grant, they shall immediately notify the City.



## **Section 6. Cooperation in Monitoring and Evaluation**

Section 6.1. City Responsibilities. The City will be responsible for grant administration; however, the City's responsibility does not alter or relieve the Subrecipient's responsibility to properly conduct Approved Activities and expend Program Funds in compliance with all ARPA Program rules and regulations.

Section 6.2. Subrecipient Responsibilities.

(a) Cooperation with City Oversight. Subrecipient shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award or this Agreement, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the state of Mississippi, Treasury, the U.S. Government Accountability Office, and any other governmental entity having oversight of the ARPA Program. Subrecipient agrees to ensure to the greatest extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

(c) Confidential Information. If applicable to this Agreement, the Subrecipient shall maintain client data demonstrating client eligibility for services provided by the Project. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Any reports, information, data, etc., given to, prepared by, or assembled by the Subrecipient under this Agreement, shall not be made available to any individual or organization by the Subrecipient without prior written approval of the City. Such information shall be made available to City monitors or their designees for review upon request.

(d) Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Section 6.3. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or as extended by Treasury, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry arising under this Agreement.

Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by authorized representatives of the City, the state of Mississippi, Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.4. Personnel. The Subrecipient represents that it has or will secure at its own expense unless otherwise specified in this Agreement, all personnel required in performing Approved Activities under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform said services.

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the City of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Attachment D (Key Personnel).

Section 6.5. Environmental Review. The Subrecipient shall comply with all applicable federal, state, and local laws including, but not limited to, environmental and permitting laws and regulations under 40 CFR Part 35. The Subrecipient is responsible for providing all necessary documentation regarding the required environmental reviews, and the Subrecipient shall be subject to claw back by the City for failure to comply with applicable federal, state, and local laws regarding environmental reviews.

## **Section 7. Default and Termination.**

Section 7.1. Suspension and Termination. As provided in 2 CFR 200.338-339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, and the award may be terminated by agreement in accordance with 2 CFR 200.339.

Section 7.2. Termination for Loss of Funding. In the event the funds to be provided to the Subrecipient hereunder shall cease to be available, this Agreement shall terminate and thereafter have no force or effect.

Section 7.3. Termination for Convenience. This Agreement may be terminated for convenience in accordance with the provisions contained in Section B of Appendix II to Part 200. Termination shall become effective upon written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.343, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the City become the

property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Section 7.4. Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations hereunder, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations hereof, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.343, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the City become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, the Subrecipient shall not be relieved of liability to the City, for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City may withhold any payment due to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the City from the Subrecipient is determined.

Section 7.5. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of notice of termination will be disallowed. Subrecipient shall not be relieved of liability to the City because of any breach of the Agreement by Subrecipient. The Subrecipient must repay all funds under this subaward that have not be previously spent on eligible activities under the approved scope of work as well as the exact amount of damages due the City from Subrecipient, once determined.

## **Section 8. General Conditions**

Section 8.1. Indemnification. To the extent permitted by law, the Subrecipient shall indemnify and hold harmless the City, its officers, agents and employees, and the federal government, from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section 8.2. Independent Contractor. Neither party, in the performance of its respective obligations hereunder, shall be deemed to be the agent of the other party.

Section 8.3. Insurance.

- (a) Workers' Compensation. The Subrecipient shall provide Workers' Compensation insurance coverage for its employees involved in the performance of this Agreement as required by Mississippi law.

(b) Insurance. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and the City's insurance requirements (Attachment G, City Insurance Requirements). Further, the Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

The Subrecipient shall require its insurer to provide the City with a Certificate of Insurance reflecting the coverages required hereunder. All policies of insurance shall require thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition, the Subrecipient must provide the City prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient shall be solely responsible for all losses incurred by the City for which insurance would have provided coverage. All insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name the City as an additional insured except as to workers compensation insurance and coverage shall be placed with an "A" rated insurance company acceptable to the City and licensed to practice insurance in the State of Mississippi. If Subrecipient fails at any time to maintain and keep in force the required insurance, the City may cancel and terminate this Agreement without notice.

Section 8.4. Venue and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi. The exclusive forum and venue for all actions arising hereunder, regardless of place of execution or performance, is the appropriate division of the state of Mississippi, Circuit or Chancery Court in DeSoto County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section 8.5. Nonwaiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.6. Limitation of City Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 8.7. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section 8.8. Assignment. The Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the City's prior written consent. Unless the City otherwise agrees in writing, the Subrecipient and all assigns are subject to all the City's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all the City's claims that arise from this Agreement.

Section 8.9. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Subrecipient and the City with respect to the Project and the provisions of this Agreement. There are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section 8.10. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the City:  
Edi Mcilwain  
8710 Northwest Drive  
Southaven, MS 38671  
emcilwain@southaven.org

(b) If to the Subrecipient:  
Jim Cook  
Horn Lake Creek Basin Interceptor Sewer District  
979 Rasco Rd E  
Southaven, MS 38671  
hornlakesewer@gmail.com

Section 8.11 Amendments.

(a) This Agreement may be amended any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement. Amendments shall be approved and executed prior to any work being done pursuant thereto.

(c) This Agreement shall be deemed amended by law so as to conform with federal, state or local governmental guidelines and policies, as the same may be amended from time to time.

## **Section 9. Agreement Representatives**

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For the City:

Edi Mcilwain  
8710 Northwest Drive  
Southaven, Mississippi 38671  
emcilwain@southaven.org

For the Subrecipient:

Jim Cook  
Horn Lake Creek Basin Interceptor Sewer District  
979 Rasco Rd E  
Southaven, MS 38671  
hornlakesewer@gmail.com

**IN WITNESS WHEREOF**, the parties have each caused this instrument to be executed on the date or dates set opposite the signature of their duly authorized representative.

CITY OF SOUTHAVEN

Date: \_\_\_\_\_

\_\_\_\_\_  
Darren Musselwhite, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

HORN LAKE CREEK BASIN INTERCEPTOR  
SEWER DISTRICT.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

**STATE OF MISSISSIPPI**

**DESOTO COUNTY**

Before me, the undersigned Notary Public in and for the state of Mississippi at Large, personally appeared Darren Musselwhite whose name is signed to the foregoing instrument as Mayor of the City and who is known to me, and acknowledged before me that, being informed of the contents of the instrument, he/she, in his/her capacity as aforesaid and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, state of Mississippi at Large  
My commission expires: \_\_\_\_\_

**STATE OF MISSISSIPPI**

**DESOTO COUNTY**

Before me, the undersigned Notary Public in and for the state of Mississippi at Large, personally appeared \_\_\_\_\_ whose name is signed to the foregoing instrument as \_\_\_\_\_ of Horn Lake Creek Interceptor Sewer District, and who is known to me, and acknowledged before me that, being informed of the contents of the instrument, he/she, in his/her capacity as aforesaid and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, state of Mississippi at Large  
My commission expires: \_\_\_\_\_

**Attachment A: Subaward Data**

Subrecipient Name	Horn Lake Creek Basin Interceptor Sewer District
Subrecipient Unique Entity Identifier:	XXXXXXXXXXXXXX
Federal Award Identification Number (FAIN):	SLFRP2826
Federal Award Date of Award to the Recipient by the Federal Agency:	March 3, 2021
Subaward Period of Performance Start Date:	August 1, 2023
Subaward Period of Performance End Date:	June 30, 2026
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	
Federal Award Project Description:	
Name of Federal Awarding Agency:	U.S. Department of Treasury
Name of Pass-Through Entity:	City of Southaven
Contact Information for City Authorizing Official:	Darren Musselwhite Mayor, City of Southaven
Contact Information for City Project Manager:	Edi Mcilwain City CFO
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	<b><u>Not</u></b> R&D
Subrecipient Indirect Costs:	See <u>Attachment C</u> – Approved Budget



**Attachment B: Approved Activities/Scope of Services**

The below information is based on facts and documentation supplied to the City by Horn Lake Creek Basin Interceptor Sewer District regarding its subaward of SLFRF dollars. This agreement is limited to the use of SLFRF for the activities specifically approved by the City as outlined below. Failure by Horn Lake Creek Basin Interceptor Sewer District to use its SLFRF award for the specific approved use will result in claw back of the SLFRF award by the City.

Insert scope of project

**Attachment C: Approved Budget**

Consult the ARPA/SLFRF Final Rule for specific directives and limitations on cost items.

<b><u>REVENUES</u></b>	<b>ARPA Funds</b>	<b>Other Funds (NON-ARPA)</b>	<b>Total</b>
City of Southaven Coronavirus State and Local Fiscal Recovery Funds Awarded to Subrecipient	\$3,000,000.00	\$0.00	\$0.00
<b><u>Budget Cost Categories</u></b>			<b>Total Expenditures</b>
Personnel (Salary and Wages)	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual Services and Subawards	\$0.00	\$0.00	\$0.00
Consultant (Professional Service)	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Occupancy (Rent and Utilities)	\$0.00	\$0.00	\$0.00
Telecommunications	\$0.00	\$0.00	\$0.00
Training and Education	\$0.00	\$0.00	\$0.00
Direct Administrative Costs	\$0.00	\$0.00	\$0.00
Miscellaneous Costs	\$0.00	\$0.00	\$0.00
<i>Add additional cost items as needed</i>	N/A	\$0.00	\$0.00
Total Costs Federal Grant Funds (Lines 1 through 13) <b><u>MUST EQUAL REVENUE</u></b> <b><u>TOTALS ABOVE</u></b>	\$0.00	\$0.00	\$0.00

**Attachment D: Key Personnel**

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the City of any changes to these personnel within thirty (30) days of the change.

<b>Name:</b>	
<b>Title:</b>	<b>Phone:</b>
<b>Email Address:</b>	
<b>Address:</b>	

<b>Name:</b>	
<b>Title:</b>	<b>Phone:</b>
<b>Email Address:</b>	
<b>Address:</b>	

<b>Name:</b>	
<b>Title:</b>	<b>Phone:</b>
<b>Email Address:</b>	
<b>Address:</b>	

**Attachment E: Coronavirus State Fiscal Recovery Fund Award Terms & Conditions****U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY  
FUND  
AWARD TERMS AND CONDITIONS**

- 1) Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
- 3) Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4) Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8) Conflicts of Interest. Recipient understands and agrees it must maintain a conflict-of-interest

policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9) Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit

discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11) Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12) False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14) Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally

determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### 15) Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

#### 16) Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
  
- 18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



**Attachment F: Lobbying Certification**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

\_\_\_\_\_  
Date

### Attachment G: City Insurance Requirements

(a) **General Requirements.** The Subrecipient must maintain- and assure that its contractors, subcontractors and subrecipients maintain- for the duration of the Agreement, at their own cost and expense, primary liability insurance against claims for injuries (including death) to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Agreement by Subrecipient, its agents, employees, assigns, contractors, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission.

(b) **Commercial General Liability Insurance.** At its sole cost and expense, the Subrecipient must maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year.

The City, its officers, officials, employees, and volunteers must be covered as additional insureds under the general liability policy covering the City's oversight of the Subrecipient; the premises operations, whether owned or leased; and products and completed operations.

The Subrecipient shall ensure that its contractors, subcontractors, and subrecipients carry the commercial general liability insurance at the limits described above.

(c) **Professional Liability Insurance.** The Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Agreement purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*

(d) **General Provisions.** All insurance coverage must be with a carrier licensed to do business in the State of Mississippi and with a Best's rating of at least A-.

**(e) All certificates and endorsements must be received by the City prior to beginning any activity provided for under the Agreement. The Subrecipient must notify the City immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to request complete copies of the Subrecipient's insurance policy, including endorsements, at any time.**

**(f) The insurance coverage limits do not limit the Subrecipient's liability under this Agreement.**

**Attachment H: Assurance of Compliance with Civil Rights Requirements****ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Governing Authority of the Treasury through Southaven, Mississippi, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Governing Authority of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Governing Authority of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Governing Authority of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Governing Authority of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services,

and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Governing Authority of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Governing Authority of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Governing Authority of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Governing Authority of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Governing Authority of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Governing Authority of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Governing Authority of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that subrecipients also comply with Title VI and other applicable authorities covered in this document. Subrecipients that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the signing official(s) on behalf of the Subrecipient certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

## **Attachment I: Equal Opportunity Clause**

### *Title 41 CFR Subtitle B chapter 60 Part 60-1*

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor 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.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

**Attachment J: Debarment Certification**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Attachment K: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient

must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act** ([42 U.S.C. 7401-7671q](#).) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

**(I)** Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See [§ 200.323](#).

**(K)** See [§ 200.216](#).

**(L)** See [§ 200.322](#).

**Attachment L: SF 424D Statement of Assurances Construction Program**

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Prescribed by OMB Circular A-102

**Attachment H: SF 424D Statement of Assurances Construction Program**

- |  |  |
|--|--|
| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p>   | <p>Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p>  |
| <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p>  | <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p>  |
| <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p>   | <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).</p>  |
| <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p>   | <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p>   |
| <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <div style="border: 1px solid black; height: 30px; width: 100%; background-color: #e0e0e0;"></div>	TITLE  <div style="border: 1px solid black; height: 30px; width: 100%; background-color: #e0e0e0;"></div>
APPLICANT ORGANIZATION  <div style="border: 1px solid black; height: 30px; width: 100%; background-color: #e0e0e0;"></div>	DATE SUBMITTED  <div style="border: 1px solid black; height: 30px; width: 100%; background-color: #e0e0e0;"></div>

SF-424D (Rev. 7-97) Back



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF SOUTHAVEN, MISSISSIPPI  
APPROVING CHANGE ORDER FOR SNOWDEN GROVE BASEBALL COMPLEX  
IMPROVEMENTS**

**WHEREAS**, the City of Southaven ("City") previously entered into a contract with Jaycon Development Corporation for the painting and improvements at the Snowden Grove Baseball Complex (the "Project"); and

**WHEREAS**, it has been recommended by the Project consulting architects to increase quantities of paint and work based on the actual amount of rotten wood; and

**WHEREAS**, based on the recommendation of the respective architects and City Parks Director, the City desires to proceed with the suggested changes as set forth above and in more detail in Exhibit A and pursuant to Mississippi Code 31-7-13(g) finds that the Change Order for the Project is necessary and better serves the purpose of the City and the change order will be done in a commercially reasonable manner and is not being done to circumvent the public purchasing statutes; and

**NOW, THEREFORE, BE IT ORDERED** by the Board of Aldermen of the City, to wit:

1. Pursuant to Mississippi Code 31-7-13(g), the Change Order for the Project is not a new undertaking or outside the original scope of the contract and is commercially reasonable and not being done to circumvent the public purchasing statutes, the City Board approves the Change Order in the amount of \$806.61.
2. The Mayor is authorized to take all actions to effectuate the intent of this Resolution.

**REMAINDER OF PAGE LEFT BLANK**

Following a reading of the foregoing resolution, Aldermen \_\_\_\_\_ made the motion and Alderman \_\_\_\_\_ seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman William Jerome	voted:
Alderman Kristian Kelly	voted:
Alderman Charlie Hoots	voted:
Alderman George Payne	voted:
Alderman Joel Gallagher	voted:
Alderman John David Wheeler	voted:
Alderman Raymond Flores	voted:

ORDERED AND DONE, this 1st day of August, 2023.

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DARREN L. MUSSELWHITE, MAYOR

ATTEST:

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CITY CLERK



# AIA® Document G714® – 2017

## Construction Change Directive

**PROJECT:** (name and address)  
Snowden Grove Baseball Complex  
Building Envelope Improvements

**CONTRACT INFORMATION:**  
Contract For: Construction  
Date: 10/31/2022

**CCD INFORMATION:**  
Directive Number: 001  
Date: 4/23/2023

**OWNER:** (name and address)  
City of Southaven  
8710 Northwest Dr, Southaven, MS  
38671

**ARCHITECT:** (name and address)  
UrbanArch Associates  
498 South Main, Memphis, TN 38103

**CONTRACTOR:** (name and address)  
Jaycon Development Corp.  
4269 Pidgeon Roost, Memphis, TN 38118

The Contractor is hereby directed to make the following change(s) in this Contract:  
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Contingency Overage - Painting of split face block at columns

### PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - Lump Sum increase of \$806.61
  - Unit Price of \$0.00 per
  - Cost, as defined below, plus the following fee:  
(Insert a definition of, or method for determining, cost)

As follows:

- The Contract Time is proposed to be adjusted. The proposed adjustment, if any, is (an increase of 7 days).

*NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.*

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

UrbanArch Associates  
ARCHITECT (Firm name)

City of Southaven  
OWNER (Firm name)

Jaycon Development Corp  
CONTRACTOR (Firm name)

  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

  
SIGNATURE

Ryan Morris, AIA PM  
PRINTED NAME AND TITLE

\_\_\_\_\_  
PRINTED NAME AND TITLE

J. Beer, V.P.  
PRINTED NAME AND TITLE

4/24/23  
DATE

\_\_\_\_\_  
DATE

4/23/2023  
DATE

8.

Resolution for  
SPD and SFD  
Surplus



J.P.Morgan

**SUBMITTER/MERCHANT  
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant

Paymentech, LLC, also known as Chase Merchant Services ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), is excited about the opportunity to join Tyler Technologies, Inc (referred to herein as "Submitter") in providing you, the Merchant signing below (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this "Agreement") contains certain contractual commitments required by the Network Rules to be contained in each such contract.

**1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.**

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the "Network Liabilities").

**2. Your Transactions; Chargebacks and Returns.**

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

**3. Settlement and Funding.**

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from

your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

#### 4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

#### 5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

## 6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

## 7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

## 8. Data Security and Privacy

By signing below, you represent to us that you do not have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by Submitter or CMS under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Network or applicable law and you will comply with all applicable Network Rules and Security Standards. If at any time you believe that Account Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must insure compliance with all Security Standards that are applicable to you and which may be published from time to time by the Network. If any Network requires an audit of you due to a Data Compromise Event or suspected event, you agree to cooperate with such audit. You may not use Account Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information as provided to you, or as specifically allowed by Network Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Account Information to third parties.

## 9. Definitions.

- (a) "*Card*" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (b) "*Account Information*" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) "*ACH*" means Automated Clearing House.
- (d) "*Chargeback*" is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) "*Customer*" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (f) "*Data Compromise Event*" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (g) "*ECP*" means electronic check processing as a means of receiving or making payment in connection with a Transaction or

Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.

- (h) "Chase" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (i) "Network" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (j) "Network Rules" are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (k) "CMS", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (l) "Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) "Return" means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (n) "Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) "Transaction" is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (p) "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

**I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:**

- I am an owner, officer, partner or other authorized representative of the Merchant ("Authorized Representative"), duly authorized to:
  - enter into legally binding agreements on behalf of the Merchant;
  - execute and submit this document on behalf of Merchant;
  - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
  - investigate and verify the credit and financial information of Merchant, and
  - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintaining the Agreement.

**If I have identified myself as an Owner of Merchant in this document, by signing below I authorize and instruct Chase Paymentech, Member, or their designee(s) to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:**

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and



- investigate and verify personal credit and financial information about me or any other owner identified herein or in the Application, the Agreement, or any other document provided by me or Merchant in connection with any of the foregoing.

Merchant, intending to be legally bound, hereby agrees to the terms and conditions of the above Payment Processing Instructions and Guidelines.

**Agreed and Accepted by:**

City of Southaven, Mississippi

MERCHANT LEGAL NAME

8710 Northwest Drive, Southaven, MS 38671

Legal Address



By (authorized signature)



By, Name, Title



Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Southaven (traffic signal and intersection improvements at Stateline and Swinnea Roads) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Southaven in paying costs associated with the local project (hereinafter the “Project”) specified in Section 28(lo) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$300,000.00) (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

### RECITALS

**WHEREAS**, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

**WHEREAS**, pursuant to Section 28(lo) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Southaven to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

**WHEREAS**, the City of Southaven shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the DFA has requested the City of Southaven to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Southaven is subject to the State’s procurement laws; and

**WHEREAS**, the City of Southaven agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

**WHEREAS**, the City of Southaven agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Southaven will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

**WHEREAS**, the City of Southaven agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Southaven shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

**WHEREAS**, the DFA finds that it is in the best interest of the DFA and the City of Southaven that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Southaven (traffic signal and intersection improvements at Stateline and Swinnea Roads) should be disbursed to the City of Southaven and that the City of Southaven shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF SOUTHAVEN AS FOLLOWS:**

**Section 1.** The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Southaven to pay the costs associated with the Project.

**Section 2.** The City of Southaven certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Southaven to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3.** The City of Southaven agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Southaven is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Southaven agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4.** The City of Southaven agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Southaven shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5.** The City of Southaven agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6.** The City of Southaven agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Southaven will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The City of Southaven agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8.** All notices or information pursuant to this MOU shall be provided as follows:

City of Southaven  
Attn: Darren Musselwhite, Mayor  
8710 Northwest Drive  
Southaven, Mississippi 38671  
Phone: 662-280-2489  
Email: [emcilwain@southaven.org](mailto:emcilwain@southaven.org)

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

**Section 9.** This MOU shall be effective from and after the final signature date.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_  
Liz Welch, Executive Director

Date: \_\_\_\_\_

**CITY OF SOUTHAVEN**

By: \_\_\_\_\_  
Darren Musselwhite, Mayor

Date: \_\_\_\_\_

## EXHIBIT A

The City of Southaven (traffic signal and intersection improvements at Stateline and Swinnea Roads) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Southaven (upgrades and improvements to Snowden Grove Park) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Southaven in paying costs associated with the local project (hereinafter the “Project”) specified in Section 28(lp) of House Bill 603 2023 Regular Legislative Session, Laws of 2023, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$500,000.00) (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

### RECITALS

**WHEREAS**, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

**WHEREAS**, pursuant to Section 28(lp) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Southaven to pay the costs of the Project; and

**WHEREAS**, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

**WHEREAS**, the City of Southaven shall maintain the Project Funds in a separate bank account; and

**WHEREAS**, the DFA has requested the City of Southaven to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Southaven is subject to the State’s procurement laws; and

**WHEREAS**, the City of Southaven agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

**WHEREAS**, the City of Southaven agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Southaven will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

**WHEREAS**, the City of Southaven agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Southaven shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

**WHEREAS**, the DFA finds that it is in the best interest of the DFA and the City of Southaven that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Southaven (upgrades and improvements to Snowden Grove Park) should be disbursed to the City of Southaven and that the City of Southaven shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF SOUTHAVEN AS FOLLOWS:**

**Section 1.** The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Southaven to pay the costs associated with the Project.

**Section 2.** The City of Southaven certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Southaven to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

**Section 3.** The City of Southaven agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Southaven is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Southaven agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

**Section 4.** The City of Southaven agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Southaven shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

**Section 5.** The City of Southaven agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

**Section 6.** The City of Southaven agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Southaven will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

**Section 7.** The City of Southaven agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

**Section 8.** All notices or information pursuant to this MOU shall be provided as follows:

City of Southaven  
Attn: Darren Musselwhite, Mayor  
8710 Northwest Drive  
Southaven, Mississippi 38671  
Phone: 662-280-2489  
Email: [emcilwain@southaven.org](mailto:emcilwain@southaven.org)

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

**Section 9.** This MOU shall be effective from and after the final signature date.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_  
Liz Welch, Executive Director

Date: \_\_\_\_\_

**CITY OF SOUTHAVEN**

By: \_\_\_\_\_  
Darren Musselwhite, Mayor

Date: \_\_\_\_\_



## EXHIBIT A

The City of Southaven (upgrades and improvements to Snowden Grove Park) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

## **RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY**

**WHEREAS**, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit:

CONDEMNATION ADDRESS

**568 Haven Hill Cove**

**1303 Vicksburg Dr.**

**568 Cottonbrook Cove**

To the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, **August 1, 2023**, by United States mail and by posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

**WHEREAS**, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, **August 1, 2023**, to voice objection or to offer a defense.

**NOW, THEREFORE**, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at:

CONDEMNATION ADDRESS

**568 Haven Hill Cove**

**1303 Vicksburg Dr.**

**563 Cottonbrook Cove**

is deemed in the existing condition to be a menace to the public health and safety of the community.

**BE IT FURTHER RESOLVED** that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman and seconded by Alderman . The Resolution was then put to a roll call vote and the results were as follows, to-wit:

**ALDERMAN**

**VOTED**

Alderman George Payne  
Alderman Kristian Kelly  
Alderman Charlie Hoots  
Alderman William Jerome  
Alderman Joel Gallagher  
Alderman John David Wheeler  
Alderman Raymond Flores

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the **1<sup>st</sup> day of August 2023.**

**CITY OF SOUTHAVEN, MISSISSIPPI BY:**

---

**DARREN MUSSELWHITE**  
**MAYOR**

**ATTEST:**

---

**ANDREA MULLEN**  
**CITY CLERK**  
**(S E A L)**

Jul 18, 2023 at 12:09:24 PM  
568 Haven Hill Cove  
Southaven MS 38671  
United States

CITY OF SOUTHAVEN  
*Top of Mississippi*

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive  
Southaven, MS 38671  
Ph. 662-280-6523  
Fax 662-280-6534

[www.southaven.org](http://www.southaven.org)

July 17, 2023

LARRY WELLS  
568 HAVEN HILL COVE  
SOUTHAVEN, MS 38671

**RE: Municipal Code Violations at 568 HAVEN HILL COVE**

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 08/01/2023 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office  
Municipal Code Office  
City of Southaven

X Unsafe Property Violation — Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Jul 18, 2023 at 12:08:10 PM  
568 Haven Hill Cove  
Southaven MS 38671  
United States



INTERNETWORK: Jul 17, 2023 at 4:23:23 PM CDT  
Local: Jul 17, 2023 at 4:23:23 PM CDT

N 34.992744°, W 90.013994°

1367 Vicksburg Dr  
Southaven MS 38671  
United States

CITY OF SOUTHAVEN  
*Top of Mississippi*

Office of Code Enforcement

Code Enforcement Office



8710 Northwest Drive  
Southaven, MS 38671  
Ph. 662-280-6523  
Fax 662-280-6534

[www.southaven.org](http://www.southaven.org)

July 17, 2023

JAMES BELK (NICKI)  
1303 VICKSBURG DR.  
SOUTHAVEN, MS 38671

**RE: Municipal Code Violations at 1303 VICKSBURG DR.**

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 08/01/2023 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to reenter the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is reentered for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office  
Municipal Code Office  
City of Southaven

X Unsafe Property Violation — Municipal Ordinance: Section 10-7 (a), (1)

Note: This matter should be addressed immediately to avoid condemnation of this property.

Network Jul 17, 2023 at 4:24:14 PM CDT

Local: Jul 17, 2023 at 4:24:14 PM CDT

N 34.992709°, W 90.012949°

1303 Vicksburg Dr

Southaven MS 38671

United States



0000 05223



Network Jul 17, 2023 at 4:23:47 PM CDT

Local Jul 17, 2023 at 4:23:47 PM CDT

N 34.992610° W 90.013020°

1303 Vicksburg Dr

Southaven MS 3867

United States



Network: Jul 17, 2023 at 4:23:45 PM CDT  
Local: Jul 17, 2023 at 4:23:45 PM CDT  
N 34.992610° W 90.013020°  
1303 Vicksburg Dr  
Southaven MS 38671  
United States



Network: Jul 17, 2023 at 3:38:48 PM CDT

Local: Jul 17, 2023 at 3:38:48 PM CDT

N 34.979169°, W 89.999864°

564 Cottonbrook Cove

Southaven MS 38671

United States

CITY OF SOUTHAVEN  
Top of Mississippi  
Office of Code Enforcement

Code Enforcement Office



10 Strawst Drive  
Southaven, MS 38671  
Phone: 662-280-6523  
Fax: 662-280-6534

[www.southaven.org](http://www.southaven.org)

July 17, 2023

JACKSON- COLEMAN IRREVOCABLE  
563 COTTONBROOK CV.  
SOUTHAVEN, MS 38671

**RE: Municipal Code Violations at 563 COTTONBROOK CV.**

Please be advised that the violations noted below have been confirmed by the City of Southaven Code Enforcement Office at the above-referenced location. Please contact this office within seven (7) days of receipt of this notice to discuss the disposition of this matter.

Should this notice be ignored or you desire to be heard by the City Board of Aldermen, a hearing will take place by the City of Southaven Board of Alderman on 08/01/2023 pursuant to Mississippi Code 21-19-11 to determine if the property is a menace to the public health, safety and welfare of the community and upon a finding that the property is a menace, the City may enter and clean the property. An adjudication at the hearing that the property is in need of cleaning will authorize the City of Southaven to enclose the property for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property and Southaven City Hall at least (7) seven days before the property is required for cleaning.

Please contact this office at 662-280-6523. Cooperation in this matter is appreciated.

Sincerely,

Code Enforcement Office  
Municipal Code Office  
City of Southaven

X Unsafe Property Violation -- Municipal Ordinance: Section 10-7 (a), (1)  
Note: This matter should be addressed immediately to avoid condemnation of this property.

Network: Jul 17, 2023 at 3:39:43 PM CDT

Local: Jul 17, 2023 at 3:39:43 PM CDT

N 34.979113°, W 89.999645°

549 Cottonbrook Cove

Southaven MS 38672

United States



Network: Jul 17, 2023 at 3:39:11 PM CDT

Local: Jul 17, 2023 at 3:39:11 PM CDT

N 34.978968° W 89.999797°

563 Cottonbrook Cove

Southaven, MS 38671

United States



**City of Southaven  
Office of Planning and Development  
Design Review Staff Report**



<b>Date of Hearing:</b>	July 31, 2023
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Anish Patel 234 Westwood Drive Cleveland, MS 38732
<b>Total Acreage:</b>	1.00 acres
<b>Existing Zone:</b>	Planned Commercial
<b>Location of Design Review Application</b>	East side of Airways Blvd., south of Guthrie Drive
<b>Comprehensive Plan Designation:</b>	Commercial/office

**Staff Comments:**

The applicant is requesting design review approval for an office building located on lot 2 of Airways Commercial Center Subdivision. The following items were submitted:

**Building Elevations:**

The applicant is proposing a single story office building constructed of two shades of brick- Clayton Falls and Old Biscayne along with a scarlet red nichiha board. The main elevation takes the materials and creates a segment style design with the building showing the west end with solid nichiha board, the middle with the darker gray Clayton Falls brick and the eastern segment with the Old Biscayne lighter tan brick line with a Clayton Falls wainscot. The sides and rear of the building take on the Old Biscayne brick with the Clayton Falls wainscot for the entire façade. There are two types of window lines both are paneless with one being a long vertical narrow rectangular design and the other a small horizontal rectangular piece. Decorative steel screen lines have been incorporated over the window lines both for aesthetics as well as security and are shown in a rusty steel appearance. The roof line is flat and has a raised parapet line for the west end of the building which has a higher elevation and a slant to create a more modern feel to the building which is shown in a black matte. The storefront is shown on the south side of the building with a black metal canopy to match the roof color palette.

**Landscaping:**

This site has a mixture of materials proposed for landscaping including:

Shade trees: None

Ornamental trees: Japanese (Bloodgood) maples B&B and Miami Pink Crape Myrtles 15 gallons.

Shrubs: Candy Corn spirea @ 3 gallon, Japanese holly @ 3 gallon and Sweet Olives @ 7 gallons each

Additional landscaping includes season flowers, daylilies and zosia sod.

The applicant is showing the entrance into the site with a seasonal flower bed along with a single crape myrtle. Once on the interior of the site, the applicant lines the drive with a single row of Japanese holly on the north end and spirea on the south end. The parking lot median shows a single Japanese maple with a bed of daylilies around it. The maples continue over to the dumpster area for screening. Around the perimeter of the building the applicant shows a mixture of the crape myrtles and a staggered double row of the Sweet olive and spirea.

The photometric submittal shows the a standard set of black parking lot and wall mounted lighting.

**Staff Recommendations:**

The building materials are well thought out and comply with the requirements set forth in the ordinance. If there is roof mounted equipment then the applicant will need to adjust the roof line for screening of those units from street view. Otherwise, staff has no comment regarding the design proposed for the building.

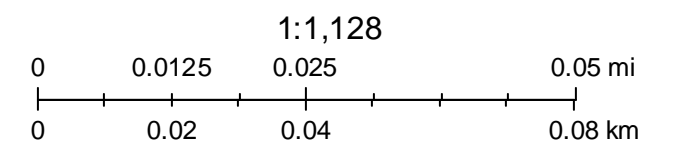
Staff is agreeable to the species shown on the plan for the landscaping; however, the applicant will need to adjust the sizes for the materials while also including a shade tree on site. Minimum sizes are: shade trees 3.-3.5" caliper, ornamental trees 2-2.5" caliper and/or 8-10 ft height minimum and shrubs a 5 gallon minimum. Staff recommends adding a shade maple tree to the list and have them placed at the north and south end of the frontage but behind the power line areas. They applicant will also need to adjust the location of the proposed Japanese maple shown at the northeast corner of the lot since it seems to be located within the drive isle area. The applicant will need to revise the planting material around the dumpster since Japanese maples are not used for screening purposes. That material should be changed to a Foster Holly or something similar which is classified as an evergreen.

As with all new development, a decorative lighting is required for all commercial sites. At this time, the applicant has not submitted a decorative spec so staff would ask that a decorative lighting spec be submitted administratively and those lights be added on each side of the entry point to the site.

Staff has no further comment and recommends approval with the revisions to the landscape design.



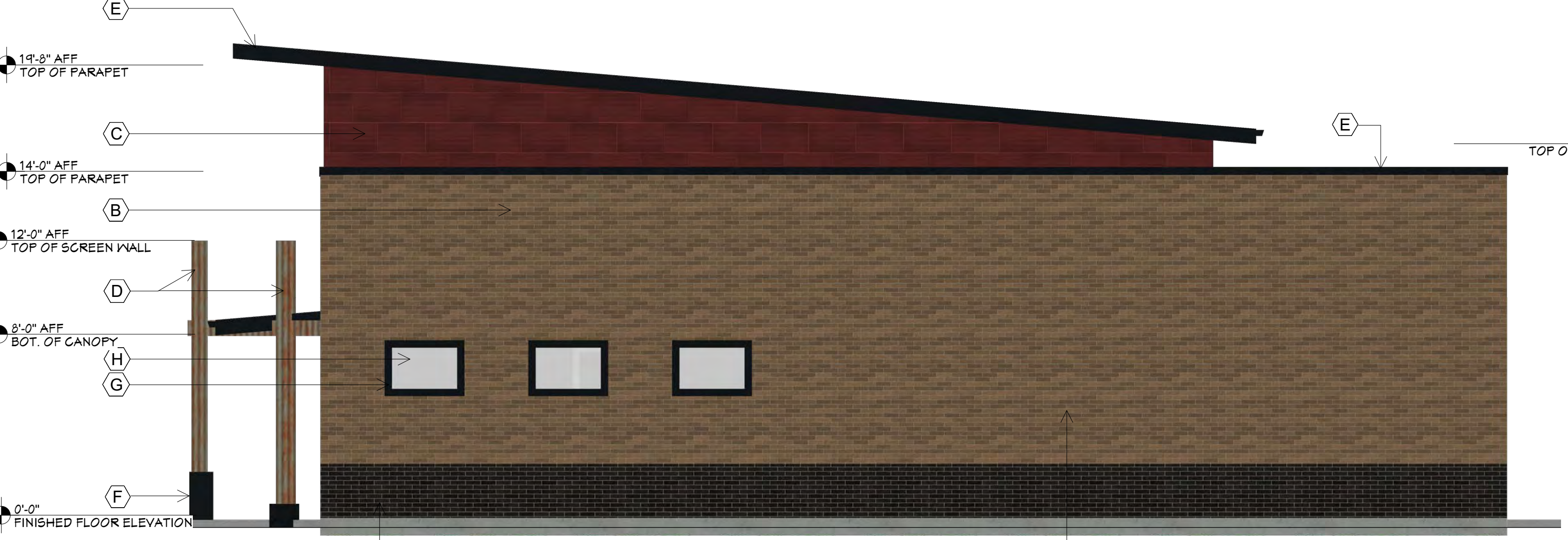
July 25, 2023







1 - SOUTH ELEVATION  
SCALE 1/4"=1'-0"



2 - EAST ELEVATION  
SCALE 1/4"=1'-0"



3 - WEST ELEVATION  
SCALE 1/4"=1'-0"



4 - NORTH ELEVATION  
SCALE 1/4"=1'-0"



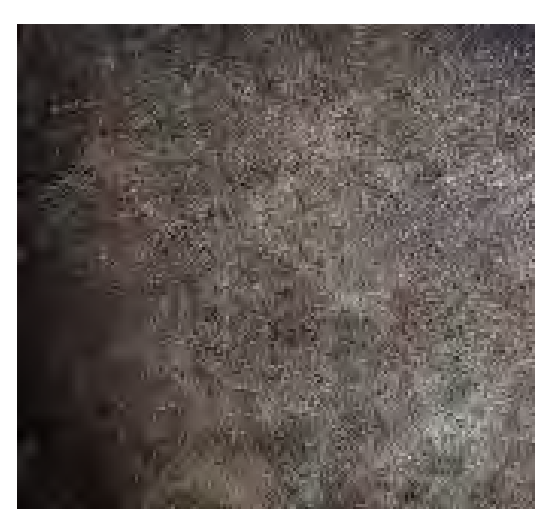
GENERAL SHALE BRICK  
COLOR: CLAYTON-FALLS  
(A)



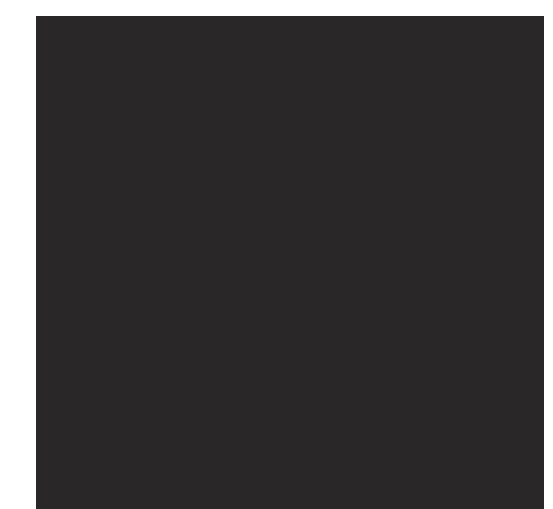
GENERAL SHALE BRICK  
COLOR: OLD-BISCAYNE  
(B)



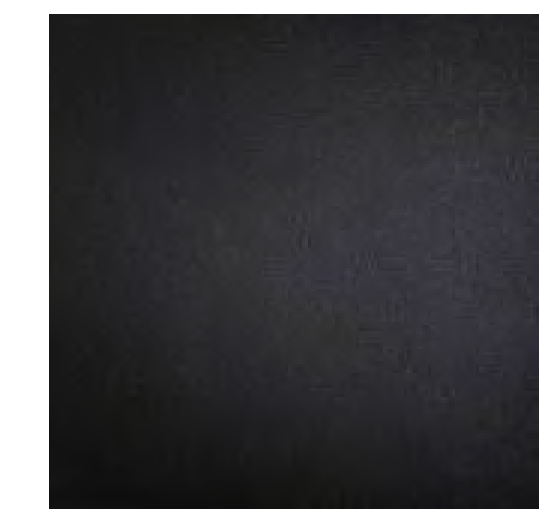
NIGIHA - SCARLET  
= ED880F-SCARLET  
(C)



1/8" THICK RUSTY STEEL SCREEN  
(D)



CANOPY ROOF - ALUCOBOND;  
PREFINISHED METAL COPING:  
DARKENED GRAY  
(E)



CONCRETE BARRIER;  
DOWNSPOUTS:  
COLOR BLACK  
(F)



STOREFRONT  
EXTRA-DARK-BRONZE:  
(G)



STOREFRONT GLASS:  
GRAYLITE II + CLEAR  
BY VITRO - ARCHITECTURAL GLASS  
(H)



STANDING SEAM METAL ROOF  
PAC-CLAD: MATTE BLACK STEEL  
(I)

5 - MATERIALS LEGEND  
SCALE 1/4"=1'-0"

BY	DATE
NO. DESCRIPTION	
SHEET TITLE: <b>PATEL OFFICE BUILDING</b> 7400 AIRWAYS SOUTHAVEN, MS	
EXTERIOR ELEVATIONS	
<p>TRACC DESIGN commercial and residential architecture 1823 Bowers Dr. Columbus, MS 39212 P: 662.270.0090 F: 662.270.0091 W: TRACCDDESIGN.COM</p>	
DATE:	05/31/2023
SCALE:	1/4"=1'-0"
SHEET:	A3.1

N00°06'52"W 151.00'

S89°36'59"E 290.00'

S00°06'52"E 151.00'

N89°37'02"W 290.00'

Airways Blvd.

Jap Holly (SOFT TOUCH) 53 each  
3 gal. min

Jap Maple (BLOODGOOD) 10 each  
(B&B MAKE SURE ALL BRANCHES ARE RED)

LAWN  
Zosia Sod  
(Palisades or Royal)

SWEET OLIVE (EACH)  
7 gal.  
SPIREA (CANDY CORN)  
3 gal.

ANNUALS  
SPACING 4"  
(SUMMER - PEONIAS  
WHITE, RED, PINK COMBO)  
(WINTER - PANSIES)  
WHITE, RED,

JAP MAPLE (LACELEAF) 2 each (3 gal. minimum)  
(MAKE SURE ALL LIMBS ARE RED FOLIAGE)

DAYLILLIES (STELLA D'ORO) 6 of each  
1 gal.  
GRASS LINE

SUMMER FLOWERS  
(LANTANA - CONFETTI)  
WINTER - PANSIES

SPIREA (CANDY CORN) 25 each  
3 gal. min.

GRAPE MYRTLE Miami Pink (2 each)  
(multi-trunk B&B or 15 gal. min.)

JAP MAPLE (BLOODGOOD) 10 each  
RED

- NOTES:
1. All TREES & Shrubs to be planted with Osmocote Fertilizer (3-6 month formula)
  2. Use Black colored Mulch
  3. All Beds Borders to be trashed and beds clean of debris & WEEDS.

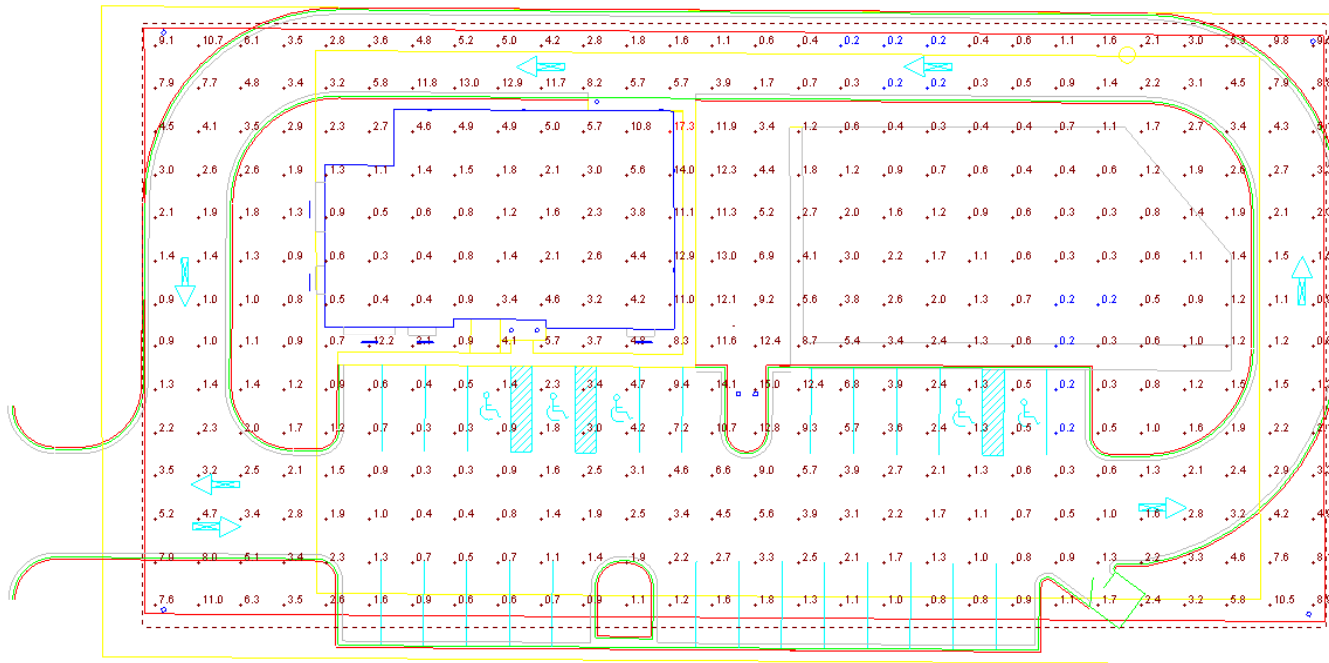


DESIGNED BY:  
LEADER LANDSCAPE INC.  
DESIGNER: JOHN BOND

SHEET TITLE:  
LANDSCAPE PLAN

PATEL OFFICE BUILDING  
7100 AIRWAYS  
SOUTHAVEN, MS

DATE:  
05/25/2023  
SCALE:  
3/32" = 1'-0"  
SHEET:  
L-1



Current View

Schedule											
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	A		6	Lithonia Lighting	RSX2 LED P3 40K R4	RSX Area Fixture Size 2 P3 Lumen Package 4000K CCT Type R4 Distribution	1	22020	1	149.98	 Max: 12987cd
	B		5	Lithonia Lighting	WPX2 LED 40K Mvolt	WPX2 LED wallpack 6000lm 4000K color temperature 120-277 Volt	1	5896	1	47.77	 Max: 2516cd
	C		3	Lithonia Lighting	OLCPM 15 DDB	GENERAL PURPOSE LED CAST FLUSH MOUNT WITH DARK BRONZE FINISH	1	1042	1	16.6	 Max: 392cd
	D		5	Hydrel	4750L 4FT 500LMF 30K VNSP	4750L Linear LED Flood 4FT 500LMF 30K VNSP	1	2130	1	20.98	 Max: 2821cd

Designer

Date

06/01/2023

Scale

Not to Scale

Drawing No.

Summary



# Submittal Spec Sheet

Dynamically Generated  
Series: RSX2

Date:

Project:

Group/Type:

Qty:

## RSX2 LED Area Luminaire

Up to 31,000 lumens



### Product Submittal Description:

RSX Area Size 2, LED, Up to 22910 Lumens., 4000K, IES type IV forward throw



The product images shown are for illustration purposes only and may not be an exact representation of the product.

[↓ IES Files](#)      [↓ BIM Models](#)      [↓ Full Spec Sheet](#)

Product Webpage: [www.acuitybrands.com/products/detail/885181](http://www.acuitybrands.com/products/detail/885181)

Warranty: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Model #: RSX2 LED P3 40K R4 (Incomplete)**

Series*		Lamp Type*		LED Configuration*		Correlated Color Temperature*	
RSX2	RSX Area Size 2	LED	LED	P1	Up to 11585 Lumens.	30K	3000K
				P2	Up to 18130 Lumens.	40K	4000K
				P3	Up to 22910 Lumens.	50K	5000K
				P4	Up to 26350 Lumens.		
				P5	Up to 30163 Lumens.		
				P6	Up to 31900 Lumens.		
Distribution*			Voltage*			Bird Deterrent	
AFR	Auto front row distribution	RSS	Type V, square	120	120V	BS	Bird spikes
AFRL90	Auto front row left rotated optics			208	208V		
AFRR90	Auto front row right rotated optics			240	240V		
R2	IES type II			277	277V		
R3	IES type III asymmetric			347	347V		
R3S	Type III short			480	480V		
R4	IES type IV forward throw			HVOLT	347-480V		
R4S	Type IV short			MVOLT	120-277V		
R5	Type V distribution	XVOLT	XVOLT				
Shielding		Shielding 2		Mounting			
EGFV	External glare full visor shield	EGS	External Glare Shield	AARP	Adjustable tilt arm round pole	WBASC	Wall mount bracket surface conduit
HS	House-side shield			AASP	Adjustable tilt arm square pole		
				AAWB	Adjustable tilt arm wall bracket		
				AAWSC	Adjustable tilt arm wall bracket surface conduit		
				MA	Mast arm adaptor, integral		
				RPA	Round pole mounting		
				SPA	Square pole mounting		
				WBA	Wall mount bracket		





# Submittal Spec Sheet

*Dynamically Generated*  
Series: RSX2

Date:  
Project:  
Group/Type:  
Qty:

Mounting Option		Driver Configuration		Dimming Wires		Dimmable/Controllable	
IS	Integral Slipfitter	DS	Dual switching; Provides 50/50 luminaire operation via two independent drivers on two separate circuits	DMG	0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)	NLTAIR2	Night air gen 2 controller
Receptacle Type		Photocell		Internal Control		Surge Protection	
PER7	Seven-wire receptacle only (no controls)	PE	Photocell, buttontype	PIRHN	Motion/ambient sensor 15-30FT- Networked	SPD20KV	Additional surge protection 20KV
Field Adjustable		Fusing		Environmental Construction		Finish*	
FAO	Field adjustable output	DF	Double Fuse	CCE	Coastal construction	DBLBXD	Textured black, super durable
		SF	Single Fuse			DBLXD	Black finish, super durable
						DDBTXD	Textured dark bronze, super durable
						DDBXD	Dark bronze finish, super durable
						DNATXD	Textured natural aluminum, super durable
						DNAXD	Natural aluminum finish, super durable
						DWHGXD	Textured white, super durable
						DWHXD	White, super durable
Assembled in America							
BAA	Buy American Act						





# Submittal Spec Sheet

*Dynamically Generated*

Series: RSX2

Date:

Project:

Group/Type:

Qty:

*This is a dynamic specification sheet that is based on certain selections made by the user. All results generated are for informational purposes only. The user should validate the results with its agency sales representative to determine whether the product has been configured correctly before ordering. Acuity Brands Lighting is not responsible for any loss resulting from product configuration errors.*

*Not all versions of the product are available with all options.*

*Specifications subject to change without notice.*

*Actual performance may differ as a result of end-user environment and application.*

*All values are design or typical values, measured under laboratory conditions at 25 °C.*

*See the full specification sheet at the product page link above for full product information and detailed ordering information.*

*Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.*

*Visit: <http://www.acuitybrandslighting.com/library/ll/documents/specsheets/acrylic-polycarbonate-compatibility.pdf> for Acrylic-Polycarbonate Compatibility table for suitable uses.*

*All trademarks referenced are property of their respective owners.*



## WPX2 LED Wall Mount

Size 2 - 6,000 lumens



**Product Submittal Description:**  
LED Wall Pack, LED, 4000K, 120-277V



The product images shown are for illustration purposes only and may not be an exact representation of the product.

[↓ IES Files](#)      [↓ BIM Models](#)      [↓ Full Spec Sheet](#)

Product Webpage: [www.acuitybrands.com/products/detail/1154981](http://www.acuitybrands.com/products/detail/1154981)  
Warranty: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Model #: WPX2 LED 40K MVOLT (Incomplete)**

Series*		Lamp Type*		Correlated Color Temperature*		Voltage*	
WPX2	LED Wall Pack	LED	LED	30K	3000K	347	347V
				40K	4000K	MVOLT	120-277V
				50K	5000K		
Photocell		Emergency Battery Pack		Finish*			
PE	Photocell, buttontype	E14WC	Emergency battery backup, 14W, Cold	DBLBXD	Textured black, super durable		
		E4WH	Emergency battery backup, 4W, Hot	DDBTXD	Textured dark bronze, super durable		
				DDBXD	Dark bronze finish, super durable		
				DWHXD	White, super durable		

This is a dynamic specification sheet that is based on certain selections made by the user. All results generated are for informational purposes only. The user should validate the results with its agency sales representative to determine whether the product has been configured correctly before ordering. Acuity Brands Lighting is not responsible for any loss resulting from product configuration errors.

Not all versions of the product are available with all options.

Specifications subject to change without notice.

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

See the full specification sheet at the product page link above for full product information and detailed ordering information.

Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.

Visit: <http://www.acuitybrandslighting.com/library/ll/documents/specsheets/acrylic-polycarbonate-compatibility.pdf> for Acrylic-Polycarbonate Compatibility table for suitable uses.

All trademarks referenced are property of their respective owners.

Catalog Number
Notes
Type

## FEATURES & SPECIFICATIONS

**INTENDED USE** — The OLCFM provides years of maintenance-free general illumination for residential and commercial outdoor applications such as porches, covered walkways and store entrances.

**CONSTRUCTION** — Rugged cast-aluminum top-plate and outer-ring are protected by a thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

Polycarbonate LED lens/cover protects LEDs.

Fixture weight = 2.98 lbs.

**OPTICS** — 96 high-performance LEDs produces up to 1077 lumens and maintain 70% of light output at 50,000 hours of service.

(LED lifespan based on IESNA LM-80-08 results and calculated per IESNA TM-21-11 methodology.)

White acrylic diffuser provides a soft white light at 4000K CCT

See Lighting Facts Labels for specific fixture performance.

**ELECTRICAL** — Fixture operates at 120 volts, 60 Hz.

Standard input = 16.6 watts

Operating temperature -40°C to 40°C.

Amps @ 120V = .131.

Surge protection = 2.5kV.

**INSTALLATION** — Mounts easily to existing junction box (by others).

**LISTINGS** — UL Listed to U.S. and Canadian safety standards for wet locations.

Designed for ceiling or wall mounting more than 4' above the ground.

Tested in accordance with IESNA LM-79 and LM-80 standards.

**WARRANTY** — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:

[www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.



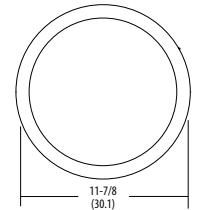
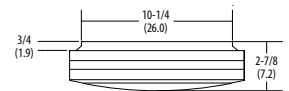
Outdoor General Purpose

# OLCFM

OUTDOOR LED CAST FLUSH MOUNT



All dimensions are inches (centimeters) unless otherwise indicated.



### ORDERING INFORMATION

All configurations of this product are considered "standard" and have short lead times.

**Example:** OLCFM 15 DDB

OLCFM	Series	Light Engine	Color Temperature (CCT) <sup>1</sup>	Voltage	Finish
OLCFM	15		(blank) 4000K	(blank) 120V	DDB Dark bronze

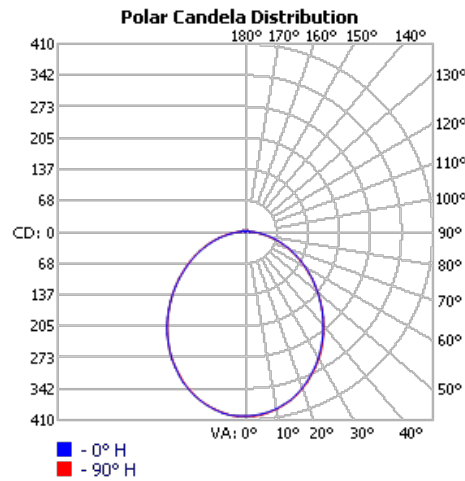
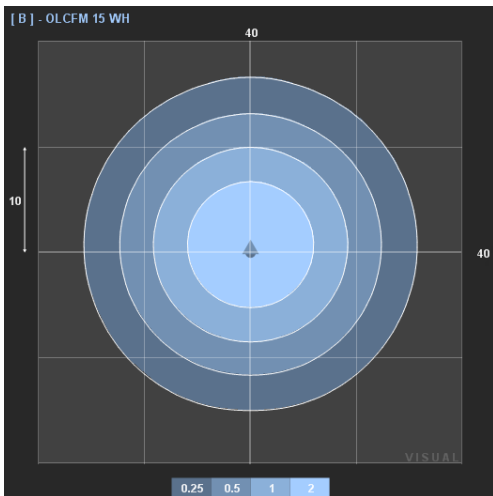
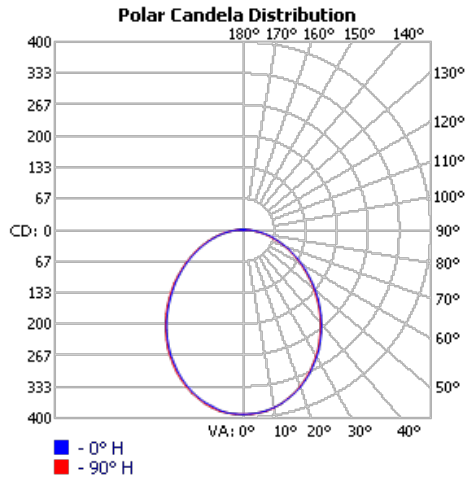
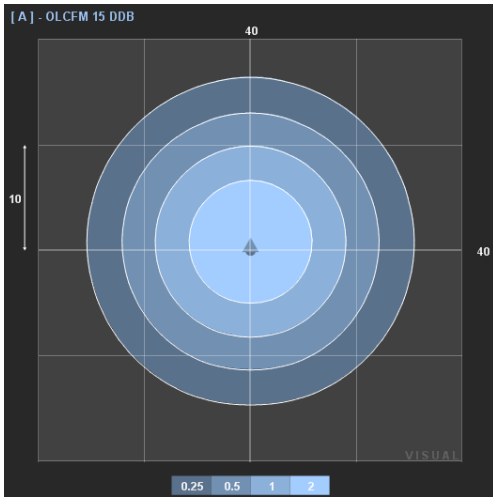
**Notes**

1 Nominal Correlated Color Temperature (CCT) per ANSI C78.377-2008.



## PHOTOMETRIC DIAGRAMS

To see complete photometric reports or download .ies files for this product, visit [www.Lithonia.com](http://www.Lithonia.com). Tested in accordance with IESNA LM 79 and LM 80 standards.





# Submittal Spec Sheet

Dynamically Generated

Series: 4750L

Date:

Project:

Group/Type:

Qty:

## 4750L Linear Flood

4750L Static White Linear Flood



### Product Submittal Description:

LED Linear Flood, 4' nominal length, 500 Nominal LM per Foot, 3000K, 120V-277V, Very narrow spot, Knuckle mount



The product images shown are for illustration purposes only and may not be an exact representation of the product.

[↓ IES Files](#)

[↓ BIM Models](#)

[↓ Full Spec Sheet](#)

Product Webpage: [www.acuitybrands.com/products/detail/888886](http://www.acuitybrands.com/products/detail/888886)

Warranty: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Model #: 4750L 4FT 500LMF 30K MVOLT VNSP KM (Incomplete)**

Series*	Quick Ship	Fixture Section*	LED Output*
4750L LED Linear Flood	QS Quickship	2FT 2' nominal length 4FT 4' nominal length	1000LMF 1,000 Nominal LM per Foot 2000LMF 2,000 Nominal LM per Foot 500LMF 500 Nominal LM per Foot 800LMF 800 Nominal LM per Foot
Dynamic Feature	Color Temperature*	Voltage*	Distribution*
TUWH Tunable White	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K AMBLW Amber (560-600nm) RGBW Dynamic Color Red Green Blue White	347 347V MVOLT 120V-277V	MFL Medium flood NSP Narrow spot VNSP Very narrow spot WFL Wide flood WWD Wall wash distribution
Mounting*	Mounting Accessories	Mounting Accessories 2 - Other	
KM Knuckle mount KM90 Knuckle Mount 90° KMS Knuckle Mount Short KMS90 Knuckle Mount short 90°	INJB Integral Junction Box JB4750L Aluminum junction box MS12 Mounting Spike - 12IN MS18 Mounting Spike - 18IN PSSA Pedestal stanchion-mount SMSA12 Stanchion Mount 12IN SMSA18 Stanchion Mount 18IN SMSA24 Stanchion Mount 24IN SMSA30 Stanchion Mount 30IN	SMSA36 Stanchion Mount 36IN SMSA42 Stanchion Mount 42IN SMSA48 Stanchion Mount 48IN	EA12 Extended Arm Mt, 12 EA18 Extended Arm 18IN EA6 Extended Arm 6IN





# Submittal Spec Sheet

*Dynamically Generated*

Series: 4750L

Date:

Project:

Group/Type:

Qty:

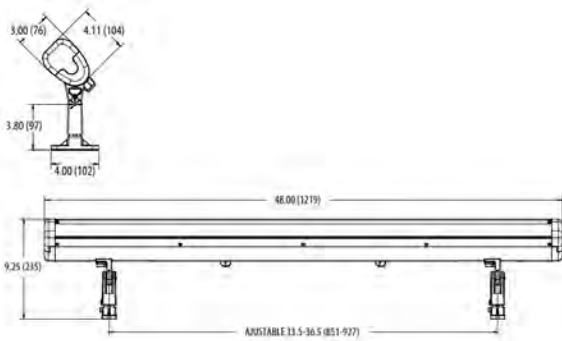
External 2 Glare		Cord Set Length*		Control Input*		Application	
FVSR	Full visor	CSL10	10ft Cord Length	DALI	DALI	CR	Corrosion resistant
HVSR	Half visor	CSL15	15ft Cord Length	DMX	DMX	MRE	Marine Environment
		CSL20	20ft Cord Length	ELV	Reverse phase		
		CSL25	25ft Cord Length	ZT	0-10V		
		CSL30	30ft Cord Length				
		CSL35	35ft Cord Length				
		CSL40	40ft Cord Length				
		CSL45	45ft Cord Length				
		CSL50	50ft Cord Length				
Finish*				Territory Compliance			
BL	Black	DWH	White	NT	Natatorium Construction		
BZ	Bronze	GN	Green				
CF	Custom Finish	GR	Gray				
DBL	Black	RALTBD	RAL Color TBD				
DBLB	Designer black, textured	SND	Sand				
DDB	Dark bronze	STG	Steel gray				
DDBT	Dark bronze, textured	TVG	Terra verde green				
DNA	Natural Aluminum	WH	White				
DNAT	Natural Aluminum, Textured						



**Model #:** 4750L 4FT 500LMF 30K MVOLT VNSP KM (Incomplete)

**Technical Drawings:**

The drawing(s) below might not be an exact representation of the product. See the full specification sheet to confirm the configured nomenclature dimensions.





# Submittal Spec Sheet

*Dynamically Generated*

Series: 4750L

Date:

Project:

Group/Type:

Qty:

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*All trademarks referenced are property of their respective owners.*



**City of Southaven  
Office of Planning and Development  
Design Review Staff Report**



<b>Date of Hearing:</b>	July 31, 2023
<b>Public Hearing Body:</b>	Planning Commission
<b>Applicant:</b>	Silo Square Holdings, LLC c/o Brian Hill 1074 Thousand Oaks Drive Hernando, MS 38632
<b>Total Acreage:</b>	1.69 acres
<b>Existing Zone:</b>	Planned Unit Development (Silo Square)
<b>Location of Design Review Application</b>	West of Getwell Road, south of May Blvd.
<b>Comprehensive Plan Designation:</b>	Commercial/office

**Staff Comments:**

The applicant is requesting design review approval for a two story office building located on lot 39 of Silo Square Commercial Subdivision. The following items were submitted:

**Building Elevations:**

The applicant is proposing two story brick building shown with the “Nola” brick that is prevalent in the mixed use buildings throughout Silo Square. The mortar is buff which further identifies the brick lines and provides a more vintage look to the façade. There are two rows of brick rowlocks shown between the two stories and below the first story window line which helps break up the material. The applicant also incorporates decorative corbels at the roofline. The windows are the standard paned rectangular type; however, the applicant has proposed a brick detail that differs from the bottom to the top story. The bottom story shows a fanned vertical brick line that sits over the top of the window line. The second story windows are encased with a brick detail and a two row arch line over the top. An interior space between the second story window and the arch allows for a decorative detail that is also incorporated into the dormer window lines shown along the raised roof. The roof is a 12/5 pitched roof with shingles similar to other buildings on site. The dormer windows are shown on all four sides of the building with the main two facades incorporating three dormers and the others with just one. The main entry way is situated in the southwest corner of the building and is inset diagonally with an overhang over top and decorative columns.

**Landscaping:**

This site has a mixture of materials proposed for landscaping including:

Shade trees: Red Maple @ 3.5” caliper

Ornamental trees: Natchez Crape Myrtle @ 2.5" caliper and Yoshino Cherry @ 3.5" caliper  
Shrubs: Waxleaf Privet @ 5 gallon minimums.

The applicant is showing a mixture of the Yoshino Cherry and the privet shrubs along Silo Square Lane South with a maple at each end. As the lot turns onto the secondary street there are two maples shown on each end of the public parking area and a strip of the privet on the back side of the parking lot curb. Yoshino cherry trees are planted on the west side of the gated parking entrance. On the interior of the gated parking area, the medians show crape myrtles. There are no plantings shown around the dumpster area.

The photometric submittal shows the same lighting that is already in place throughout Silo Square.

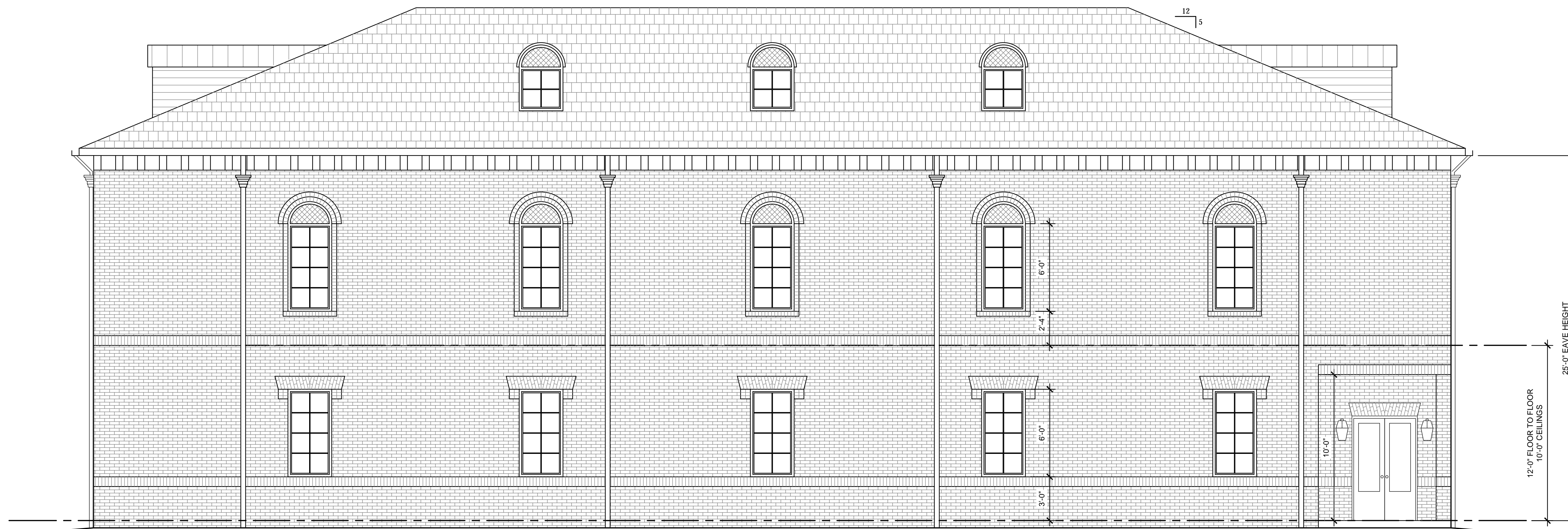
**Staff Recommendations:**

Staff has no comment regarding the design proposed for the building.

Staff would like to see a more diverse design with the landscaping materials and layout. There is a large area on the south end of the lot which should incorporate some of the shade and ornamental trees to create a grove type setting. The northeast corner should incorporate a seasonal bed with more species of shrubs to create a focal point in front of the main entrance.

In speaking with the developer, the lighting will be consistent with the decorative acorn lighting throughout Silo Square along with the wall mounted designs.

Staff has no further comment and recommends approval with the revisions to the landscape design.



**1** EAST ELEVATION  
 SCALE: 1/4"=1'-0"



**2** WEST ELEVATION  
 SCALE: 1/4"=1'-0"

NEW CONSTRUCTION OF:  
**SILO SQUARE**  
**OFFICE BUILDING**  
 SOUTHAVEN, MISSISSIPPI

**ELEVATIONS**

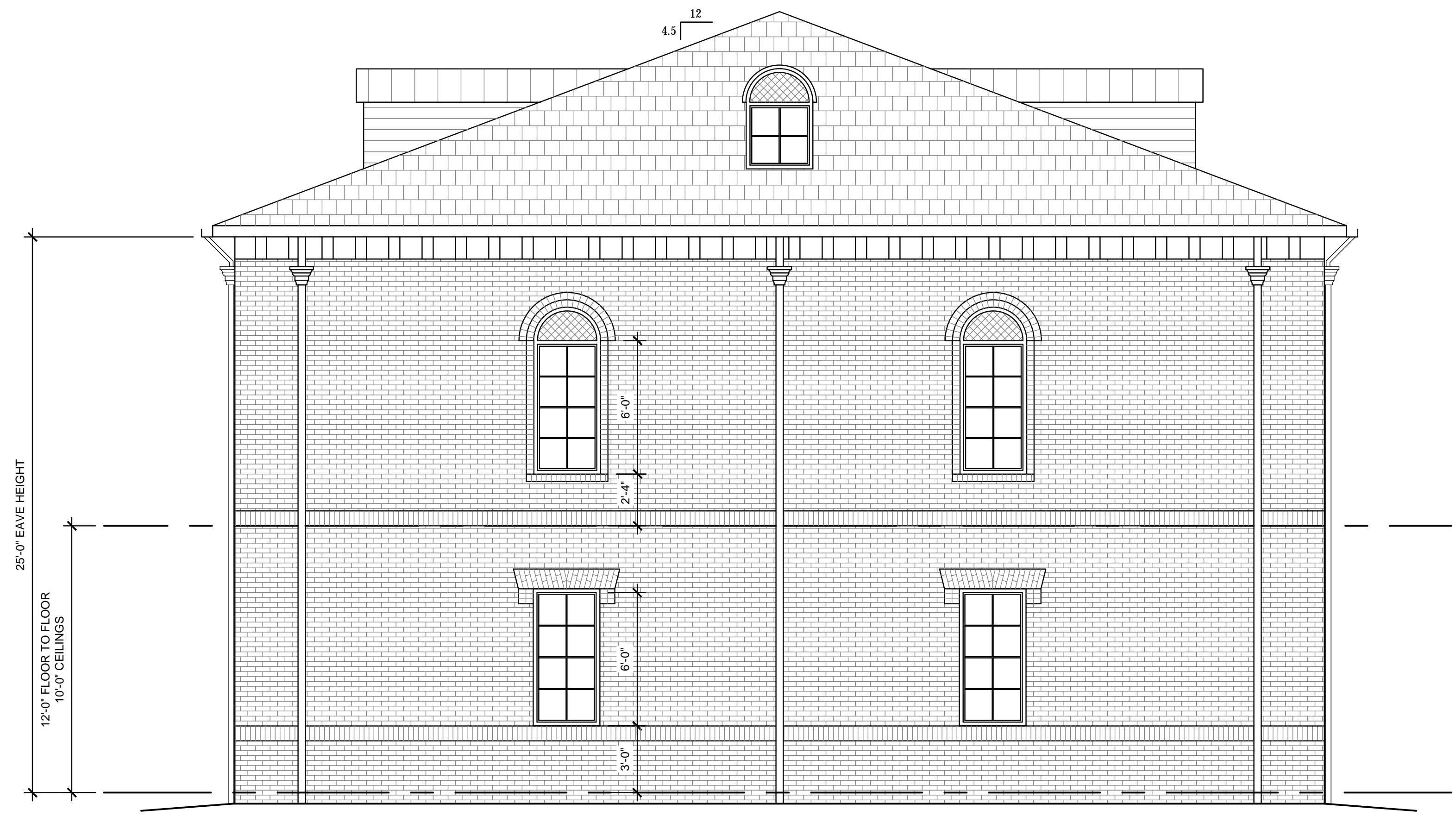
Client:  
 Brian Hill  
 (901) 409-0789

Project Number: 23027

Date: June 28, 2023

Revisions





**1** SOUTH ELEVATION  
 SCALE: 1/4"=1'-0"



**2** NORTH ELEVATION  
 SCALE: 1/4"=1'-0"

NEW CONSTRUCTION OF:  
**SILLO SQUARE**  
**OFFICE BUILDING**  
 SOUTHAVEN, MISSISSIPPI

ELEVATIONS

Client:  
 Brian Hill  
 (901) 409-0789

Project Number: 23027

Date: June 28, 2023

Revisions	

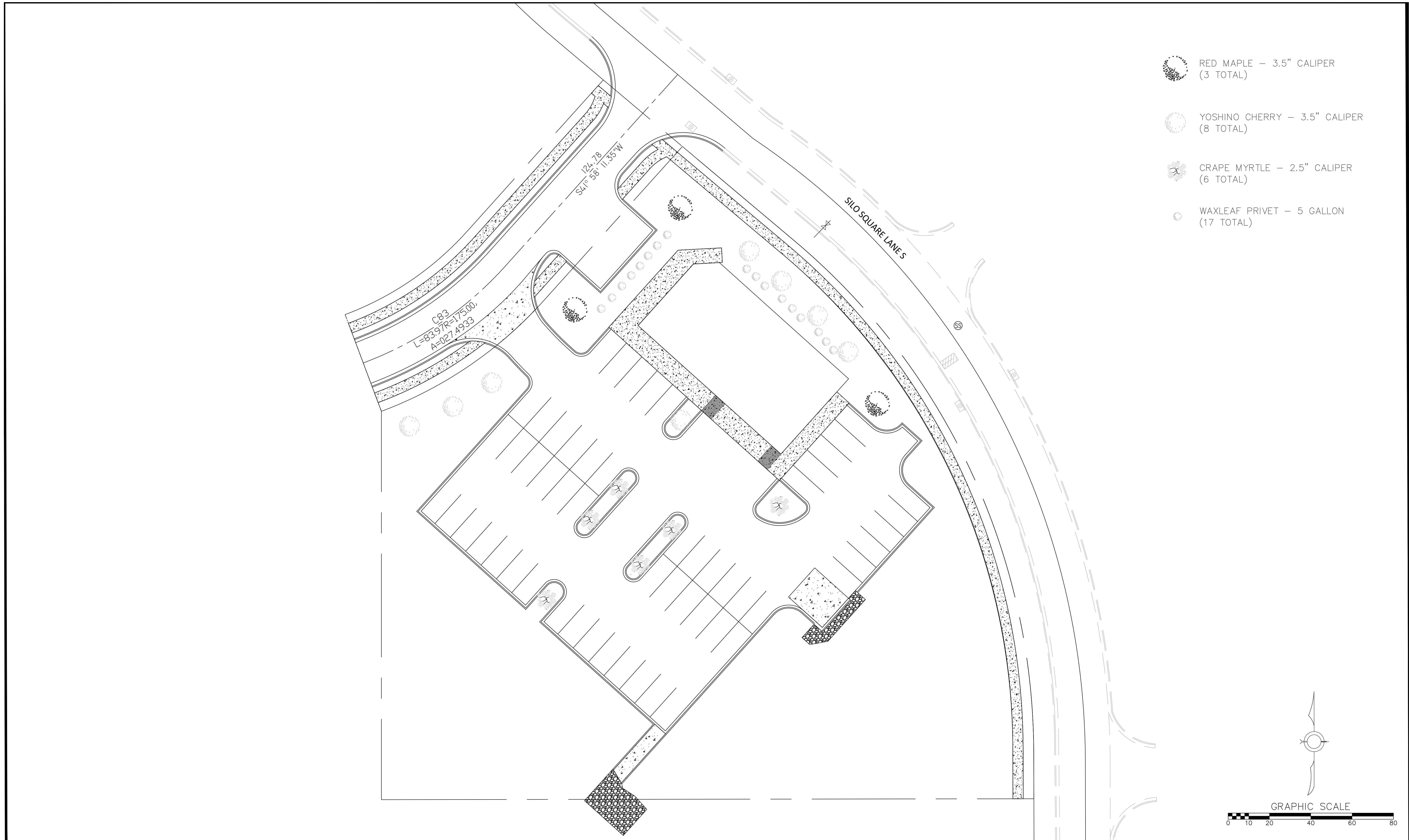


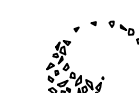





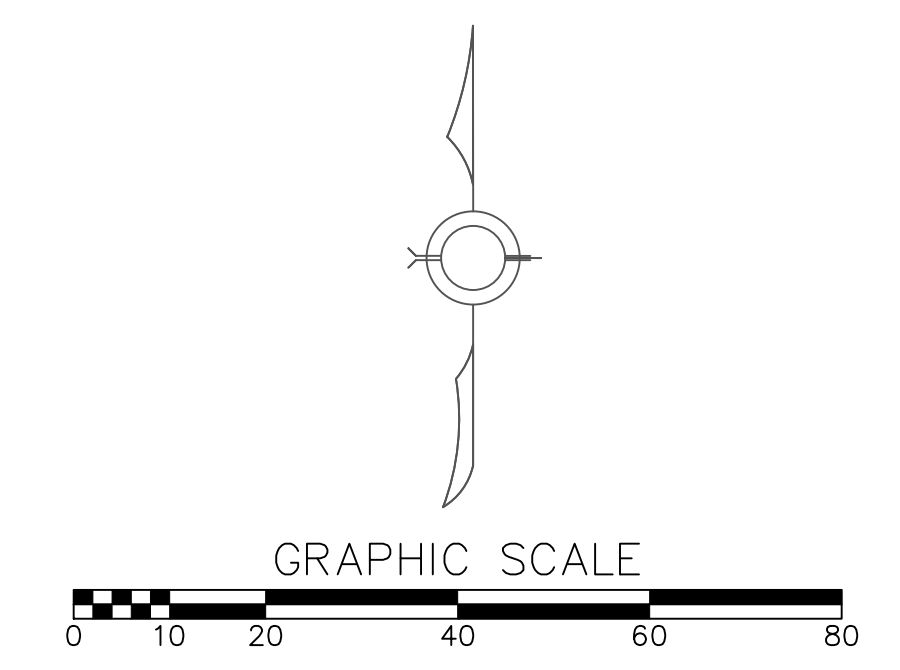




  
**WINDSOR**  
WINDOWS & DOORS  
A Woodgrain Millwork Company



-  RED MAPLE – 3.5” CALIPER  
(3 TOTAL)
-  YOSHINO CHERRY – 3.5” CALIPER  
(8 TOTAL)
-  CRAPE MYRTLE – 2.5” CALIPER  
(6 TOTAL)
-  WAXLEAF PRIVET – 5 GALLON  
(17 TOTAL)



**NOTICE TO DRAWING HOLDER**  
 THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE OWNER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS		
NO.	DATE	BY

DRAWING INFORMATION	
PROJECT NO.:	02-2021
FILENAME:	
SCALE:	
SURVEYED BY:	
DSCN: JH	DATE: 2-2021
DRWN: VE	DATE: 2-2021
CHKD:	DATE:
QA/QC:	DATE:

**SILO SQUARE  
OFFICE BUILDING**



LANDSCAPE PLAN	
WORKING NUMBER:	DRAWING NUMBER:
	<b>LS-01</b>

SEAL:

13.  
Mayor's  
Report

**Personnel Docket**

August 1, 2023

<b>New Hires</b>	<b>Department</b>	<b>Position Title</b>	<b>Start Date</b>	<b>Rate of Pay</b>
Jullian Riede	Animal Control	Shelter Office Staff	TBD	\$14.25
Aaron Canaday	Police	Police Officer 2	TBD	\$26.01

<b>Promotions</b>	<b>Current Position Title</b>	<b>New Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Jonathan Vines	Asst. Spray Tech	Spray Tech	8/1/2023	\$23.18
Robbert Tuten	Patrol Officer 1	Patrol Officer 2	8/14/2023	\$26.01
John Canady	Shop Mechanic	Lead Shop Mechanic	8/14/2023	\$18.25
Quay R. Roberts	Planning	Code Enforcement Officer w/SWPP	7/26/2023	\$21.63

<b>Stipend</b>	<b>Department</b>	<b>Stipend</b>	<b>Effective Date</b>	<b>Stipend Rate Annually</b>
Nathaniel Morse	Fire	Haz-Mat	7/14/2023	600.00

**Oath of Office*****Emergency Communications***

Kaylee Barton	Rebecca Byrd
Kelly Dodson	DeCarlos Smith

<b>Resignations/Terminations</b>	<b>Department</b>	<b>Current Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Ditavion Nash	Police	Patrol Officer 2	7/24/2023	\$26.01
Tommy Brown	Parks	PT Front Desk	7/26/2023	\$9.50
Carl Scoggins	Public Works	Laborer	8/1/2023	\$15.00

***Parks Tournaments***

<b>Resignations/Terminations</b>	<b>Position Title</b>	<b>Effective Date</b>	<b>Rate of Pay</b>
Derrill Argo, III	Concessions	8/1/2023	\$9.50
Samuel Chapman	Concessions	8/1/2023	\$9.50
Kamyn Day	Concessions	8/1/2023	\$9.50
Jullian Mayo	Concessions	8/1/2023	\$9.50
Katelynne Monaghan	Concessions	8/1/2023	\$9.50
Jalayah Owens	Concessions	8/1/2023	\$9.50
Jonathan Patino	Concessions	8/1/2023	\$9.50
Jackson Ralls	Concessions	8/1/2023	\$9.50
James Walden	Concessions	8/1/2023	\$9.50
Andrew White	Concessions	8/1/2023	\$9.50
John Eason	Cook	8/1/2023	\$10.25
Lincoln Perry	Cook	8/1/2023	\$10.25



Reed Rivers	Cook	8/1/2023	\$10.25
A'Undra Anderson	Gates	8/1/2023	\$9.75
Gregory Ross	Gates	8/1/2023	\$9.75
Zachary Armstrong	Head Supervisor - Snowden	8/1/2023	\$11.25
Erin Page	Tennis Cashier	8/1/2023	\$10.25

15.

City Attorney's  
Legal Update

**UTILITIES BILL LEAK ADJUSTMENT DOCKET 08/01/2023**

The addresses below experienced unforeseen circumstances in their utilities for which no benefit was received.

1	RESIDENT	DONALD KEENE	279	SANDALWOOD DR	(128.70)	TOILET LEAK
2	RESIDENT	SABRINA BARNES	2105	CARROLTON DR	(62.16)	POOL ADJUSTMENT
3	RESIDENT	ALE MORRIS	7705	MALONE RD	(85.84)	POOL ADJUSTMENT
4	RESIDENT	SEARVY STRONG	7879	GREENBROOK	(35.52)	POOL ADJUSTMENT
5	RESIDENT	SESTI GEORGE	1773	JENNIE DR	(124.32)	POOL ADJUSTMENT
6	RESIDENT	KENNETH MAYHUE	4531	GLENLEIGH DR	(50.32)	POOL ADJUSTMENT
7	RESIDENT	KRISTIE COHEA	8041	FARMINGTON W	(32.56)	POOL ADJUSTMENT
8	RESIDENT	DOUGLAS WILLIAMS	1369	RANGER	(23.68)	POOL ADJUSTMENT
9	RESIDENT	WYVERNA MANUEL	7632	SOUTHAVEN CIRCLE W	(198.90)	LEAK AT KITCHEN FAUCET
10	RESIDENT	FELICIA CHEW	7102	GOLDEN OAKS LOOP W	(44.30)	POOL ADJUSTMENT
11	RESIDENT	COLTON BACON	2325	BAIRD DR	(23.68)	POOL ADJUSTMENT
12	RESIDENT	JAMIE BURDEN	7530	PINE KNOT PT	(35.52)	POOL ADJUSTMENT
13	RESIDENT	SANDRA HERNANDEZ	2709	MINER CV	(41.44)	POOL ADJUSTMENT
14	RESIDENT	BAGGETT TODD	954	BOULDER	(32.56)	POOL ADJUSTMENT
15	RESIDENT	HELEN HUFFSTATLER	302	SOUTHWICK DR	(96.88)	POOL ADJUSTMENT
16	RESIDENT	STANLEY MCCLAIN	738	HALIFAX CV	(97.68)	POOL ADJUSTMENT
17	RESIDENT	DAVID THOMPSON	4625	DIXIE LYNN	(97.68)	POOL ADJUSTMENT
18	RESIDENT	RHONDA SARG	767	ALLEGANY CV	(91.76)	POOL ADJUSTMENT
19	RESIDENT	RODNEY PENDERGRASS	1840	WINDY LN	(124.32)	POOL ADJUSTMENT
20	RESIDENT	SHERARD BENJAMIN	4118	BRAMBLE CREST	(47.36)	POOL ADJUSTMENT
21	RESIDENT	ANITA LAMBERT	1634	BROOKHAVEN	(157.95)	ROTTEN PIPE FROM HOUSE TO STREET
22	RESIDENT	NICHOLAS EDWARDS	3144	PINETREE LOOP S	(122.85)	TOILET LEAK
23	RESIDENT	GREG MCCUTCHEON	4035	GARDEN RD	(362.70)	TOILET LEAK
24	RESIDENT	TWANDA PRYOR	776	RASCO RD W	(114.11)	TOILET LEAK
25	RESIDENT	CHERYL SMITH	1752	FORREST DR	(56.24)	POOL ADJUSTMENT
26	RESIDENT	MAXINE HURLEY	1837	JEANNIE RD	(17.76)	POOL ADJUSTMENT
27	RESIDENT	MIKE CHON	2949	SUMMER OAKS PL	(26.64)	POOL ADJUSTMENT
28	RESIDENT	MARK POOL	6560	HUNTER'S GLEN	(136.16)	POOL ADJUSTMENT
29	RESIDENT	ROBERT WEATHERS	7395	TACK CV	(62.16)	POOL ADJUSTMENT
30	RESIDENT	STEVE DAVES	880	LONG ST	(68.08)	POOL ADJUSTMENT
31	RESIDENT	RANDY WILSON	707	WOODSMOKE	(100.64)	POOL ADJUSTMENT
32	RESIDENT	JUSTIN BREWER	4765	JESSICA	(174.64)	POOL ADJUSTMENT
33	RESIDENT	TASHA WOOD	2442	BAIRD DR	(56.24)	POOL ADJUSTMENT
34	RESIDENT	SHIRLEY WILBURN	7898	MARY PAYTON DR	(29.60)	POOL ADJUSTMENT
35	RESIDENT	SCOTT BERRYHILL	1255	CUSTER DR E	(26.64)	POOL ADJUSTMENT

36	RESIDENT	NATHANIEL JOHNSON	7926	SHELBURNE	(20.72)	POOL ADJUSTMENT
37	RESIDENT	PENNIE MEDLEY	5140	BENT RD	(100.64)	POOL ADJUSTMENT
38	RESIDENT	BELL ROOSEVELT	2561	HUNTERS PT DR	(40.95)	LEAK UNDER SLAB
39	RESIDENT	COURTNEY GARRETT	7705	CHARLESTON DR	(29.60)	POOL ADJUSTMENT
40	RESIDENT	MITCHELL BRASWELL	708	LEE CV	(14.80)	POOL ADJUSTMENT
41	RESIDENT	JAMES GENTRY	2183	KINDLEWOOD DR	(26.64)	POOL ADJUSTMENT
42	RESIDENT	ANTHONY EMBRY	2631	BLUE RIDGE DR	(26.64)	POOL ADJUSTMENT
43	RESIDENT	DUNCAN GARRETT	2482	ANSLEY PARK N	(53.28)	POOL ADJUSTMENT
44	RESIDENT	SPARKS MELVIN	7848	NATHAN SAWYER	(32.56)	POOL ADJUSTMENT
45	RESIDENT	CHARLIE MOTTLEY JR	8035	WEATHERLY CV	(20.72)	POOL ADJUSTMENT
46	RESIDENT	BREANNA SIMMONS	8307	BLUE SPRUCE	(84.86)	TOILET LEAK
47	RESIDENT	LORRE JAMES	285	VILLAGE PKWAY	(106.56)	POOL ADJUSTMENT
48	RESIDENT	DAVID BUCKHANON	3424	MONTYS CIR	(121.36)	POOL ADJUSTMENT
49	RESIDENT	PARKER DENEAN	720	WHITEOAK	(91.76)	POOL ADJUSTMENT
50	RESIDENT	HILL DENISE	5185	BENT RD	(62.16)	POOL ADJUSTMENT
51	RESIDENT	YATES PAM	2341	BAIRD DR	(79.92)	POOL ADJUSTMENT
52	RESIDENT	ERIC JOHNSTON	7320	FOX TRACE CV	(44.40)	POOL ADJUSTMENT
53	RESIDENT	KIRKMAN RICHIO	8559	CHARLESTON DR	(26.64)	POOL ADJUSTMENT
				<b>TOTAL</b>	<b>(2469.59)</b>	
UTILITIES DIRECTOR APPROVAL <i>Ray Humphrey</i>					DATE: <i>7/28/23</i>	



## The City of Southaven Docket Recap AUGUST 1,2023

<b>General Fund</b>		<b>5,832,283.21</b>
Balance Sheet	230.00	
Mayor Admin	2,147.45	
Board of Aldermen	8,180.04	
Arts And Cultural Affairs	3,069.08	
Court	14,155.84	
Finance & Administration	770.48	
Information Technology	10,671.28	
City Clerk	7,101.01	
Operations Department	2,235.72	
Planning & Engineering	12,255.19	
Emergency Services	6,631.36	
Police	205,052.63	
Fire	25,831.30	
Fire Prevention	4,435.40	
EMS	10,872.26	
Public Works	61,640.93	
Streets	93,803.37	
Parks	308,043.69	
Park Tournaments	69,875.24	
Code Enforcement	2,728.47	
City Fuel	36,561.60	
Expense Accounts	3,801,113.62	
Administrative Expenses	-	
Litigation	-	
Liability Insurance	1,144,877.25	
Professional Dues	-	
<b>Bond Funded CAP Proj</b>		<b>925,393.53</b>
<b>Tourist &amp; Convention</b>		<b>104,827.38</b>
<b>Debt Service</b>		<b>-</b>
<b>Utility Fund</b>		<b>720,362.08</b>
<b>Sanitation Fund</b>		<b>126,129.51</b>
<b>Payroll Fund</b>		<b>948,485.51</b>
<b>DOCKET TOTAL</b>		<b>8,657,481.22</b>

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
0010		GENERAL FUND							
0010	212705								
038092	AYERS AMY	7-14-2023	0	2023	10 INV A	55.00	C-080123		SPORTS REFUND MOVIN
						ACCOUNT TOTAL	55.00		
0010	500700								
038101	GOSWAMI SONAL	7-15-2023	0	2023	10 INV A	55.00	C-080123		MOVING OUT OF STATE
038101	GOSWAMI SONAL	7-15-23	0	2023	10 INV A	55.00	C-080123		MOVING OUT OF STATE
						110.00			
038112	SALDANA VICTORIA	7-25-23	0	2023	10 INV A	55.00	C-080123		VOLLEYBALL REFUND-
						ACCOUNT TOTAL	165.00		
				ORG 0010	TOTAL	220.00			
111		MAYOR ADMIN DEPARTMENT							
111	610400								
007600	ODP BUSINESS	316016325001	0	2023	10 INV A	12.10	C-080123		WALL FILES, PENS, C
014117	MADISON SIGNS LLC	16727	0	2023	10 INV A	390.00	C-080123		6X4 CUSTOMIZED POST
						ACCOUNT TOTAL	402.10		
111	626900								
002494	MGM RESORTS INTL	90669	0	2023	10 INV A	1,323.00	C-080123		MML 2023 CITY OF SO
002585	MS ECONOMIC COUNCIL	80387	0	2023	10 INV A	366.03	C-080123		MEMBER DUES-DARREN
						ACCOUNT TOTAL	1,689.03		
				ORG 111	TOTAL	2,091.13			
115		BOARD OF ALDERMEN							
115	626900								
002494	MGM RESORTS INTL	90669	0	2023	10 INV A	8,180.04	C-080123		MML 2023 CITY OF SO
						ACCOUNT TOTAL	8,180.04		
				ORG 115	TOTAL	8,180.04			
120		FOREVER YOUNG SENIOR SERVIES							
120	622100								
001361	SAM'S CLUB DIRECT	8-08-23	0	2023	10 INV A	139.08	C-080123		SAM'S CREDIT CARD
004489	JOHNSON CINDY	257-23	0	2023	10 INV A	540.00	C-080123		AEROBICS CLASS
010525	GORDON LUCIA	4-23	0	2023	10 INV A	350.00	C-080123		YOGA CLASSES
010525	GORDON LUCIA	5-23	0	2023	10 INV A	360.00	C-080123		YOGA CLASSES

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
								710.00	
013302	MCMULLIN GLORIA 7-20-23	0	2023 10	INV A	180.00	C-080123	LINE DANCE CLASS		
015915	WISEMAN CYNTHIA 712-23	0	2023 10	INV A	315.00	C-080123	AEROBICS INST		
017200	SMITH JOYCE W 62823	0	2023 10	INV A	300.00	C-080123	INSTRUCTOR		
018134	FORRESTER SHERRY 593-23	0	2023 10	INV A	630.00	C-080123	INSTRUCTOR		
021019	CAIN LINDA A 710-23	0	2023 10	INV A	60.00	C-080123	LINE DANCE CLASS		
021019	CAIN LINDA A 717-23	0	2023 10	INV A	60.00	C-080123	LINE DANCE CLASS		
								120.00	
034218	SMITH DEBDRAH E 6723	0	2023 10	INV A	135.00	C-080123	INSTRUCTOR		
				ACCOUNT TOTAL				3,069.08	
			ORG 120	TOTAL				3,069.08	
125				COURT DEPARTMENT					
125	621500			COURT BOND REFUND					
038081	WILLIAMS LASHAWNDRA 7-14-2023	0	2023 10	INV A	26.00	C-080123	CASH BOND REFUND		
038083	BURTON FREDERICK 7-12-2023	0	2023 10	INV A	197.50	C-080123	CASH BOND REFUND		
038084	BENNETT JOHN HENRY 7-12-2023	0	2023 10	INV A	79.00	C-080123	CASH BOND REFUND		
038085	HUNT CAROLYN ANN 7-12-2023	0	2023 10	INV A	150.00	C-080123	CASH BOND REFUND		
038086	BUTLER LAKEESHA NICO 7-12-2023	0	2023 10	INV A	1,000.00	C-080123	CASH BOND REFUND		
038087	GOODS DAISHALO LANAI 7-12-2023	0	2023 10	INV A	1,000.00	C-080123	CASH BOND REFUND		
038088	BROWN JR CHARLES MAR 7-12-2023	0	2023 10	INV A	125.00	C-080123	CASH BOND REFUND		
038089	RILES JAMES CHRIS 7-12-2023	0	2023 10	INV A	150.00	C-080123	CASH BOND REFUND		
038090	RILEY LEANNA DAWN 7-13-2023	0	2023 10	INV A	250.00	C-080123	CASH BOND REFUND		
038093	FNU JAYADI 7-18-2023	0	2023 10	INV A	2,000.00	C-080123	CASH BOND REFUND		
038094	CLASH ERIK DEMAR 7-18-23	0	2023 10	INV A	300.00	C-080123	CASH BOND REFUND		
038095	CRUZ YEPHELIN M ARCH 7-18-23	0	2023 10	INV A	750.00	C-080123	CASH BOND REFUND		
038102	EDMAISTON ROY E 7-20-23	0	2023 10	INV A	17.00	C-080123	CASH BOND REFUND		
038103	AIRROBIE DINA MOHAME 7-20-23	0	2023 10	INV A	500.00	C-080123	CASH BOND REFUND		

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
038104 THOMAS TANEISHA D	7-20-23	0	2023 10	INV A	181.00	C-080123	CASH BOND REFUND	
038105 CHHEO MAURICE SEM	7-20-23	0	2023 10	INV A	500.00	C-080123	CASH BOND REFUND	
038106 COLEMAN NATISHA NARS	7-20-23	0	2023 10	INV A	77.00	C-080123	CASH BOND REFUND	
038107 WHITMIRE OLEANDRA RO	7-19-23	0	2023 10	INV A	100.00	C-080123	CASH BOND REFUND	
038108 SUGGS DEVONTE OBRYAN	7-19-23	0	2023 10	INV A	500.00	C-080123	CASH BOND REFUND	
038109 WOFFORD-LEACH CHRIST	7-19-23	0	2023 10	INV A	75.00	C-080123	CASH BOND REFUND	
038110 FOSTER KENNETH TERNE	7-19-23	0	2023 10	INV A	150.00	C-080123	CASH BOND REFUND	
038111 DOUGLAS MISHA	7-19-23	0	2023 10	INV A	77.00	C-080123	CASH BOND REFUND	
038113 MOORE AVERY FERRELL	7-25-23	0	2023 10	INV A	300.00	C-080123	CASH BOND REFUND	
ACCOUNT TOTAL					8,504.50			
125 621501				COURT FINES				
024253 AMERICAN MUNICIPAL S	57577	0	2023 10	INV A	140.75	C-080123	COLLECTION FEES JUN	
ACCOUNT TOTAL					140.75			
125 621505				COURT SUPPLIES				
006685 DEX IMAGING	AR9550276	0	2023 10	INV A	189.00	C-080123	MAINT ON CANNON SCA	
007823 AMERICAN PAPER & TWI	4684666	0	2023 10	INV A	568.00	C-080123	COPIER PAPER	
014117 MADISON SIGNS LLC	16718	0	2023 10	INV A	750.00	C-080123	TRAFFIC TICKET JACK	
029120 YOUNG LEASING CO	INV6440688	0	2023 10	INV A	62.30	C-080123	COURT ROOM COPIER	
ACCOUNT TOTAL					1,569.30			
125 622100				PROFESSIONAL SERVICES				
000178 IIMC	23947-070623	0	2023 10	INV A	150.00	C-080123	DUES THOMAS MASTIN	
021257 ODOM JEFF	7-19-23	0	2023 10	INV A	100.00	C-080123	SPECIAL PUBLIC DEF(	
022541 PICKETT MARY ANNE	7-12-23	0	2023 10	INV A	200.00	C-080123	SPECIAL PROSECUTOR	
023431 SMITH CHARLES NICK	7-12-2023	0	2023 10	INV A	200.00	C-080123	SPECIAL JUDGE-JULY	
029556 PATEL HITEN H	7-12-23	0	2023 10	INV A	200.00	C-080123	SPECIAL PROSECUTOR	
029556 PATEL HITEN H	7-14-2023	0	2023 10	INV A	200.00	C-080123	SPECIAL PROSECUTOR-	
ACCOUNT TOTAL					400.00			
032060 ROMAN RUTH	7-17-23	0	2023 10	INV A	50.00	C-080123	TRANS SERV FOR MELV	



FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
				ACCOUNT TOTAL					1,100.00
125 626900				TRAVEL & TRAINING					
002494 MGM RESORTS INTL	90669	0	2023 10	INV A				MML 2023 CITY OF SO	2,646.00 C-080123
				ACCOUNT TOTAL					2,646.00
			ORG 125	TOTAL					13,960.55
145 610400				DEPARTMENT OF FINANCE & ADMIN					
145 007600 ODP BUSINESS	320192624001	0	2023 10	INV A				TONER	606.61 C-080123
				ACCOUNT TOTAL					606.61
			ORG 145	TOTAL					606.61
150 610500				INFORMATION TECHNOLOGY					
150 000543 COMSERV SERVICES	732005261-1	0	2023 10	INV A				EMGER LIGHTS FOR IT	2,897.95 C-080123
000739 CDW LLC	KN98623	0	2023 10	INV A				MONITOR INVENTORY	1,850.55 C-080123
000739 CDW LLC	KW41184	0	2023 10	INV A				ADOBE UTILITIES- T	264.44 C-080123
									<b>2,114.99</b>
001361 SAM'S CLUB DIRECT	8-08-23	0	2023 10	INV A				SAM'S CREDIT CARD	35.98 C-080123
026785 BEST BUY	7161704	0	2023 10	INV A				WEBCAMS FOR IT	209.97 C-080123
026785 BEST BUY	7186106	0	2023 10	INV A				SD CARD-IT	34.99 C-080123
									<b>244.96</b>
029120 YOUNG LEASING CO	INV6428453	0	2023 10	INV A				IT COPIER	25.99 C-080123
030629 AMAZON CAPITAL	1JNTGR64R6KX	0	2023 10	INV A				ETHERNET CABLE FOR	45.49 C-080123
030629 AMAZON CAPITAL	1WR1X7VPNHKH	0	2023 10	INV A				HDMI DOCKING CABLES	79.22 C-080123
									<b>124.71</b>
				ACCOUNT TOTAL					5,444.58
150 622100				PROFESSIONAL FEES					
006920 A SAFELOCK INC	12003	0	2023 10	INV A				BACK DOOR ENTRY/LOC	789.62 C-080123
019694 MID-SOUTH TELECOM	77689	0	2023 10	INV A				SNOWDEN POINT TO PO	285.00 C-080123
019694 MID-SOUTH TELECOM	77700	0	2023 10	INV A				BOOKING AUDIO ISSUE	95.00 C-080123
									<b>380.00</b>
				ACCOUNT TOTAL					1,169.62

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
		ORG 150	TOTAL				6,614.20				
155		CITY CLERK									
155	610400		OFFICE SUPPLIES								
007600	ODP BUSINESS	316016325001	0	2023 10	INV A	392.68	C-080123	WALL FILES, PENS, C			
037004	SLEDGE CO DESIGNS LL	1914208	0	2023 10	INV A	383.88	C-080123	UNIFORMS			
		ACCOUNT TOTAL				776.56					
155	610401		OFFICE SUPPLY-INVENTORY								
007823	AMERICAN PAPER & TWI	4684679	0	2023 10	INV A	568.00	C-080123	COPIER PAPER			
		ACCOUNT TOTAL				568.00					
155	622100		PROFESSIONAL SERVICES								
029120	YOUNG LEASING CO	INV6422561	0	2023 10	INV A	92.76	C-080123	AAA126707-CITY CLER			
		ACCOUNT TOTAL				92.76					
155	625700		TELEPHONE & POSTAGE								
000971	PITNEY BOWES GLOBAL	3317748657	0	2023 10	INV A	482.43	C-080123	POSTAGE MACHINE LEA			
		ACCOUNT TOTAL				482.43					
155	626100		ADVERTISING								
001185	DESOTO TIMES-TRIBUNE	300153992	0	2023 10	INV A	20.00	C-080123	SMJ ENTERPRISES PLA			
035666	MILLENNIUM PAINT & B	12342	23000333	2023 10	INV A	2,067.20	C-080123	2017 FORD ESCAPE PA			
		ACCOUNT TOTAL				2,087.20					
155	626900		TRAVEL & TRAINING								
002494	MGM RESORTS INTL	90669	0	2023 10	INV A	2,184.96	C-080123	MML 2023 CITY OF SO			
016889	CENTER FOR GOVERNMENT	7-20-23	0	2023 10	INV A	600.00	C-080123	FALL SESSION CERTIF			
		ACCOUNT TOTAL				2,784.96					
		ORG 155	TOTAL				6,791.91				
160		FACILITIES									
160	611000		MATERIALS								
001104	SHERWIN WILLIAMS SOU	8306-4	0	2023 10	INV A	47.89	C-080123	PAINT-FEMA			
001104	SHERWIN WILLIAMS SOU	9674-5	0	2023 10	INV A	44.57	C-080123	PAINT-FEMA			
001104	SHERWIN WILLIAMS SOU	9760-2	0	2023 10	INV A	11.04	C-080123	MATERIALS- PAINT			
						<b>103.50</b>					
004246	HARBOR FREIGHT TOOLS	1019986	0	2023 10	INV A	44.48	C-080123	HOSE REEL FOR TRAFF			
004246	HARBOR FREIGHT TOOLS	2830416	0	2023 10	INV A	44.48	C-080123	MATERIALS			

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
											88.96	
007823	AMERICAN PAPER & TWI 4685837	0	2023 10	INV	A	345.60	C-080123	JANITORIAL SUPPLIES				
028212	UNITED REFRIGERATION 91051022	0	2023 10	INV	A	32.31	C-080123	FILTERS-HVAC				
028212	UNITED REFRIGERATION 91218497	0	2023 10	INV	A	366.67	C-080123	HVAC MATERIALS				
028212	UNITED REFRIGERATION 91247993	0	2023 10	INV	A	68.72	C-080123	HVAC MATERIALS				
											467.70	
						ACCOUNT TOTAL					1,005.76	
160	630400					MACHINERY & EQUIPMENT						
000457	GRAINGER 9768794449	0	2023 10	INV	A	179.00	C-080123	BATTERIES FOR DEWAL				
001104	SHERWIN WILLIAMS SOU 8555-6	0	2023 10	INV	A	40.09	C-080123	TOOLS- FEMA				
						ACCOUNT TOTAL					219.09	
						ORG 160					TOTAL	1,224.85
180						PLANNING / ENGINEERING DEPT						
180	610400					OFFICE SUPPLIES						
030629	AMAZON CAPITAL 1J6KJ43QPGHH	0	2023 10	INV	A	42.64	C-080123	OFFICE SUPPLIES				
						ACCOUNT TOTAL					42.64	
180	612500					UNIFORMS						
037004	SLEDGE CO DESIGNS LL 1914208	0	2023 10	INV	A	228.93	C-080123	UNIFORMS				
						ACCOUNT TOTAL					228.93	
180	622100					PROFESSIONAL FEES						
000952	TYLER TECHNOLOGIES 25-423116A	0	2023 10	INV	A	1,570.10	C-080123	MOBILE EYES BUILDIN				
000952	TYLER TECHNOLOGIES 45-429591	0	2023 10	INV	A	1,480.00	C-080123	TYLER TECH TRAINING				
000952	TYLER TECHNOLOGIES 45-430735	0	2023 10	INV	A	2,960.00	C-080123	TYLER TECH BLDG CLE				
000952	TYLER TECHNOLOGIES 45-430736	0	2023 10	INV	A	2,960.00	C-080123	TYLER TECH BLDG CLE				
											8,970.10	
						ACCOUNT TOTAL					8,970.10	
180	626900					TRAVEL & TRAINING						
001339	CREDIT CARO CENTER 8-13-23	0	2023 10	INV	A	946.95	C-080123	TRAVEL CARD- 8-13-2				
022500	KERR ROBERT 6-19-23	0	2023 10	INV	A	184.00	C-080123	PER DIEM-MACE EDUCA				
030537	GISH KEITH 6-19-23	0	2023 10	INV	A	184.00	C-080123	PER DIEM-MACE EDUCA				
						ACCOUNT TOTAL					1,314.95	

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
		ORG 180	TOTAL									10,556.62
211	POLICE DEPARTMENT											
211	610400	OFFICE SUPPLIES										
007600	ODP BUSINESS	317259688001	0	2023	10	INV	A	82.99	C-080123	EAST INK		
007600	ODP BUSINESS	319728566001	0	2023	10	INV	A	16.55	C-080123	LABELS		
007600	ODP BUSINESS	319733583001	0	2023	10	INV	A	361.63	C-080123	CHAIR		
								<b>461.17</b>				
007823	AMERICAN PAPER & TWI	4690146	0	2023	10	INV	A	454.40	C-080123	COPIER PAPER (PD)		
030629	AMAZON CAPITAL	13WC-69Y6-74	0	2023	10	INV	A	52.96	C-080123	KEYBOARD WEST		
ACCOUNT TOTAL								968.53				
211	611000	MATERIALS										
000065	ADVANCED SAFE & LOCK	15887	0	2023	10	INV	A	11.00	C-080123	2 FEMA KEYS		
000396	SOUTHAVEN RV CENTER	274080	0	2023	10	INV	A	354.39	C-080123	POWER CORDS TRAFFIC		
001102	SOUTHAVEN SUPPLY	190871	0	2023	10	INV	A	47.42	C-080123	RANGE SUPPLIES		
019336	HOLLYWOOD FEED	742023	0	2023	10	INV	A	128.28	C-080123	CRATE DOOR		
ACCOUNT TOTAL								541.09				
211	611300	MAINTENANCE VEHICLES										
000543	COMSERV SERVICES	732006010	0	2023	10	INV	A	265.20	C-080123	4187 SIREN		
000543	COMSERV SERVICES	732006029	0	2023	10	INV	A	101.45	C-080123	4185 INSTALL		
								<b>366.65</b>				
000624	TRI-STATE AUTO PAINT	504814	0	2023	10	INV	A	134.14	C-080123	3071 PARTS		
000883	AMERICAN TIRE REPAIR	164558	0	2023	10	INV	A	352.00	C-080123	2 TIRES		
000883	AMERICAN TIRE REPAIR	164771	0	2023	10	INV	A	3,408.32	C-080123	20 TIRES		
000883	AMERICAN TIRE REPAIR	165910	0	2023	10	INV	A	2,635.40	C-080123	20 TIRES		
								<b>6,395.72</b>				
001102	SOUTHAVEN SUPPLY	192124	0	2023	10	INV	A	140.87	C-080123	CRASH SCENE SUPPLIE		
001114	UNION AUTO PARTS	2624780	0	2023	10	INV	A	35.32	C-080123	3108 SWITCH		
001114	UNION AUTO PARTS	2634312	0	2023	10	INV	A	1,219.29	C-080123	SHOP PARTS		
								<b>1,254.61</b>				
001150	NAPA GENUINE PARTS C	860735	0	2023	10	INV	A	35.01	C-080123	SHOP PARTS		
002352	DEPARTMENT OF REVENU	7-14-23	0	2023	10	INV	A	12.00	C-080123	TAG & MAIL FEE		

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
005407 NORTH MS. TWO-WAY CO	49158	0	2023 10	INV	A	51.95 C-080123		3173 ANTENNA
006706 LANDERS DODGE	406952	0	2023 10	INV	A	1,235.29 C-080123		3104 TUBE
007304 O'REILLYS AUTO PARTS	1257-243485	0	2023 10	INV	A	24.47 C-080123		TRAFFIC
007304 O'REILLYS AUTO PARTS	1257-244941	0	2023 10	INV	A	10.49 C-080123		3155 PARTS
007304 O'REILLYS AUTO PARTS	1791-224036	0	2023 10	INV	A	10.98 C-080123		3184 RELAY
007304 O'REILLYS AUTO PARTS	6399-162166	0	2023 10	INV	A	118.11 C-080123		SHOP PARTS
007304 O'REILLYS AUTO PARTS	6399-163078	0	2023 10	INV	A	78.97 C-080123		3155 PARTS
						<b>243.02</b>		
015790 TRI STATE AUTO	7182023	0	2023 10	INV	A	450.00 C-080123		DURANGO PROTECTIVE
019700 CHOICE TOWING	78969	0	2023 10	INV	A	50.00 C-080123		3104 TWO
019700 CHOICE TOWING	79117	0	2023 10	INV	A	50.00 C-080123		3197 TOW
						<b>100.00</b>		
020832 EMERGENCY EQUIPMENT	484689	0	2023 10	INV	A	827.00 C-080123		FRANKLIN NEW HIRE
027679 WHEEL-TEK	9234	0	2023 10	INV	A	200.00 C-080123		SHOP RIMS
029563 LANDERS FORD SOUTH	152551	0	2023 10	INV	A	334.90 C-080123		PROGRAM KEY
030773 KARZON CAR CARE LLC	8266	0	2023 10	INV	A	1,120.44 C-080123		3140 ENG COMP
030773 KARZON CAR CARE LLC	8362	0	2023 10	INV	A	602.05 C-080123		3104 FUEL TANK
030773 KARZON CAR CARE LLC	8384	0	2023 10	INV	A	211.80 C-080123		3134 DOOR
						<b>1,934.29</b>		
032178 MAM MACHINE AND MANU	3152	0	2023 10	INV	A	1,100.00 C-080123		MOTORS
034982 ROSS MOTOR COMPANY I	108377	0	2023 10	INV	A	544.00 C-080123		SHOP PARTS
034982 ROSS MOTOR COMPANY I	108378	0	2023 10	INV	A	499.80 C-080123		SHOP PARTS
034982 ROSS MOTOR COMPANY I	108380	0	2023 10	INV	A	361.42 C-080123		SHOP PARTS
034982 ROSS MOTOR COMPANY I	108393	0	2023 10	INV	A	256.70 C-080123		SHOP PARTS
						<b>1,661.92</b>		
037630 COOK HOLDINGS INC	13723446	23000336	2023 10	INV	A	5,846.45 C-080123		REPAIRS TO SPD UNIT
037630 COOK HOLDINGS INC	14195571	23000311	2023 10	INV	A	2,601.08 C-080123		REPAIRS TO SPD PATR
						<b>8,447.53</b>		
ACCOUNT TOTAL						24,924.90		
211 612500								
007600 ODP BUSINESS	317247153001	0	2023 10	INV	A	42.99 C-080123		HANGERS
020832 EMERGENCY EQUIPMENT	484329	0	2023 10	INV	A	26.00 C-080123		LT BARS
020832 EMERGENCY EQUIPMENT	484470	0	2023 10	INV	A	390.00 C-080123		15 REFLECTIVE VESTS

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
020832	EMERGENCY EQUIPMENT	484685	0	2023	10	INV	A	722.00	C-080123	BARBOUR NEW HIRE
020832	EMERGENCY EQUIPMENT	484686	0	2023	10	INV	A	722.00	C-080123	ARCHIE NEW HIRE
020832	EMERGENCY EQUIPMENT	484687	0	2023	10	INV	A	805.00	C-080123	WIGGINS NEW HIRE
020832	EMERGENCY EQUIPMENT	484688	0	2023	10	INV	A	741.00	C-080123	DEVERS NEW HIRE
020832	EMERGENCY EQUIPMENT	485048	0	2023	10	INV	A	288.48	C-080123	SRO SUPPLIES
								<b>3,694.48</b>		
021382	PETTY CASH	6-28-23	0	2023	10	INV	A	240.61	C-080123	DET BANKS 201 PARKI
021916	MIDSOUTH SOLUTIONS	204885	23000271	2023	10	INV	A	132.00	C-080123	HILLIE, DARREN UNIF
035650	SPORTS OF ALL SORTS	6698-14	0	2023	10	INV	A	85.00	C-080123	5 SHIRTS NEW HIRES
ACCOUNT TOTAL								4,195.08		
211	614900			FEED FOR ANIMALS						
000927	RAY ALLEN MFG CO INC	RINV322984	0	2023	10	INV	A	80.99	C-080123	MUZZLE
019336	HOLLYWOOD FEED	72023	0	2023	10	INV	A	26.97	C-080123	DOG COLLARS
ACCOUNT TOTAL								107.96		
211	615500			JAIL FEES						
000964	DESOTO COUNTY SHERIF	7-24-2023	0	2023	10	INV	A	37,695.00	C-080123	INMATE HOUSING FOR
000964	DESOTO COUNTY SHERIF	7-24-23	0	2023	10	INV	A	2,406.22	C-080123	INMATE MED/PHARM FO
								<b>40,101.22</b>		
ACCOUNT TOTAL								40,101.22		
211	622100			PROFESSIONAL SERVICES						
001390	OPS CRIME LAB	90133711	0	2023	10	INV	A	600.00	C-080123	ANALYTICAL FEES
016787	HEMKER PORTRAITS	1026	0	2023	10	INV	A	2,377.50	C-080123	2023 COMPOSITE
019546	MEMPHIS VET	219356	0	2023	10	INV	A	917.49	C-080123	ATILA CHECK UP
020454	DIRECTFX	M51301	0	2023	10	INV	A	920.00	C-080123	50 TOW BOOKS
021382	PETTY CASH	6-28-23	0	2023	10	INV	A	10.00	C-080123	DET BANKS 201 PARKI
021382	PETTY CASH	7-24-23	0	2023	10	INV	A	106.60	C-080123	DET SUBPOENA, 3 DRO
								<b>116.60</b>		
022516	PERSONNEL EVALUATION	48268	0	2023	10	INV	A	175.00	C-080123	EVALS
029120	YOUNG LEASING CO	INV6439365	0	2023	10	INV	A	697.25	C-080123	BOOKING
029757	CIOX HEALTH	422531529	0	2023	10	INV	A	14.00	C-080123	MEDICAL RECORDS
034860	FORENSIC POLYGRAPH S	159	0	2023	10	INV	A	200.00	C-080123	ISU POLY

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
034860 FORENSIC POLYGRAPH S 160		0	2023 10	INV A	200.00	C-080123	1 POLY		
					400.00				
				ACCOUNT TOTAL	6,217.84				
211 625700				TELEPHONE & POSTAGE					
000971 PITNEY BOWES GLOBAL	1023507179	0	2023 10	INV A	58.64	C-080123	POST INK		
000971 PITNEY BOWES GLOBAL	4021-071323	0	2023 10	INV A	36.01	C-080123	8000900007464021- P		
					94.65				
				ACCOUNT TOTAL	94.65				
211 626900				TRAVEL & TRAINING					
001339 CREDIT CARD CENTER	8-13-23	0	2023 10	INV A	3,487.02	C-080123	TRAVEL CARD- 8-13-2		
001370 VICKERS, BRENT A	7-20-23	0	2023 10	INV A	336.00	C-080123	LAW ENFORCEMENT EXE		
005769 MOORE MACON	6-16-23	0	2023 10	INV A	230.00	C-080123	PER DIEM -MS CHAPTE		
006103 SMOROWSKI GREG	6-09-23	0	2023 10	INV A	230.00	C-080123	PER DIEM-MS CHAPTER		
013180 BARR DON	6-01-23	0	2023 10	INV A	276.00	C-080123	PER DIEM-FBI LEEDA-		
023904 SCALLORN JASON	6-01-23	0	2023 10	INV A	276.00	C-080123	PER DIEM-FBI LEEDA-		
029048 ROBERTSON CHRISTOPHE	5-30-23	0	2023 10	INV A	230.00	C-080123	PER DIEM-MS CHAPTER		
036868 PRESSGROVE MICHAEL	6-14-23	0	2023 10	INV A	276.00	C-080123	PER DIEM-AAIR TRAIN		
				ACCOUNT TOTAL	5,341.02				
211 630400				MACHINERY & EQUIPMENT					
006075 AMERICAN ALUMINUM AC	109837	23000303	2023 10	INV A	4,722.00	C-080123	K9 DOG KENNEL FOR S		
029844 KIRK AUTO WORLD INC	71123	23000329	2023 10	INV A	17,512.00	C-080123	2023 DODGE DURANGO		
				ACCOUNT TOTAL	22,234.00				
211 630600				VEHICLES					
029844 KIRK AUTO WORLD INC	71123	23000329	2023 10	INV A	22,000.00	C-080123	2023 DODGE DURANGO		
				ACCOUNT TOTAL	22,000.00				
211 661800				CONFISCATED FUNDS-LOCAL					
006969 MOTOROLA	8281616842	23000097	2023 10	INV A	1,957.50	C-080123	30 HAND HELD RADIOS		
025553 AXON ENTERPRISE INC	INUS171303	23000317	2023 10	INV A	45,629.00	C-080123	AXON AIR DRONE UNIT		
				ACCOUNT TOTAL	47,586.50				

FY2023 CLAIMS DOCKET C-080123

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
		ORG 211	TOTAL				174,312.79			
215	EMERGENCY SERVICES									
215	610400	OFFICE SUPPLIES								
029120	YOUNG LEASING CO	INV6422560	0	2023	10	INV A	94.32	C-080123	AAA39445-PRINTER SU	
		ACCOUNT TOTAL				94.32				
215	622100	PROFESSIONAL FEES								
001339	CREDIT CARD CENTER	8-13-23	0	2023	10	INV A	550.00	C-080123	TRAVEL CARD- 8-13-2	
		ACCOUNT TOTAL				550.00				
215	626900	TRAVEL & TRAINING								
001339	CREDIT CARD CENTER	8-13-23	0	2023	10	INV A	3,287.90	C-080123	TRAVEL CARD- 8-13-2	
016787	HEMKER PORTRAITS	1027	0	2023	10	INV A	585.00	C-080123	EC 911 COMPOSITE	
036514	GREGORY MASON	4-14-23	0	2023	10	INV A	611.00	C-080123	NATIONAL CONF. DISP	
036942	CANADY TERRY L.	4-14-23	0	2023	10	INV A	336.00	C-080123	NATIONAL CONF. DISP	
038082	ROBISON SHAY	4-14-23	0	2023	10	INV A	336.00	C-080123	NATIONAL CONF. DISP	
038099	LANKSTON ALEXIS	8-1-23	0	2023	10	INV A	359.25	C-080123	PER DIEM - STATE OR	
038100	RICE D'ARTRA	8-1-23	0	2023	10	INV A	359.25	C-080123	PER DIEM - STATE OR	
		ACCOUNT TOTAL				5,874.40				
		DRG 215	TOTAL				6,518.72			
290	FIRE DEPARTMENT									
290	610100	CLEANING SUPPLIES								
007823	AMERICAN PAPER & TWI	4681373	0	2023	10	INV A	49.52	C-080123	SPRAY BOTTLES FIRE	
		ACCOUNT TOTAL				49.52				
290	611000	MATERIALS								
007304	O'REILLYS AUTO PARTS	1257-245095	0	2023	10	INV A	26.62	C-080123	MATERIALS FOR B-1 &	
013650	BATTERIES PLUS	P64353595	0	2023	10	INV A	317.83	C-080123	BATTERIES	
013650	BATTERIES PLUS	P64353761	0	2023	10	INV A	165.15	C-080123	BATTERIES	
						482.98				
015230	MY-LOR. INC.	5536	0	2023	10	INV A	25.30	C-080123	2 ID TAGS WEEMS/ PA	
		ACCOUNT TOTAL				534.90				
290	611300	MAINTENANCE VEHICLES								
000189	HOMER SKELTON FORD	6164463	0	2023	10	INV A	1,128.33	C-080123	REPAIRS TO 205 FLT#	



CITY OF SOUTHAVEN



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YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
000189 HOMER SKELTON FORD	6165779	0	2023 10	INV	A	337.09	C-080123	OIL/FILTER CHANGE N	
						<b>1,465.42</b>			
000223 CROW'S TRUCK SERVICE	R101028388	0	2023 10	INV	A	930.19	C-080123		
007304 O'REILLYS AUTO PARTS	1791-224847	0	2023 10	INV	A	25.98	C-080123	2 - 2.5 GAL O'REILL	
020832 EMERGENCY EQUIPMENT	484316	0	2023 10	INV	A	2,226.92	C-080123	REPAIRS FOR ENG 3 F	
						ACCOUNT TOTAL			4,648.51
290 612200									
000021 A-1 FIRE PROTECTION	10001633	0	2023 10	INV	A	75.00	C-080123	EXTINGUISHER RECHAR	
						ACCOUNT TOTAL			75.00
290 612500									
021916 MIDSOUTH SOLUTIONS	204320	0	2023 10	INV	A	447.00	C-080123	UNIFORMS K. ELKINS	
021916 MIDSOUTH SOLUTIONS	204321	0	2023 10	INV	A	450.00	C-080123	UNIFORMS ATWOOD	
021916 MIDSOUTH SOLUTIONS	204322	0	2023 10	INV	A	75.00	C-080123	SHIELD BADGE CHIEF	
021916 MIDSOUTH SOLUTIONS	204531	0	2023 10	INV	A	450.00	C-080123	UNIFORMS F WEEMS	
						<b>1,422.00</b>			
						ACCOUNT TOTAL			1,422.00
290 614000									
000339 SAYLE OIL CO INC	728166	0	2023 10	INV	A	1,327.40	C-080123	FUEL FOR STATION 2	
000339 SAYLE OIL CO INC	728167	0	2023 10	INV	A	1,874.85	C-080123	FUEL FOR STATION 3	
						<b>3,202.25</b>			
017201 BEST-WADE PETROLEUM	71835	0	2023 10	INV	A	1,918.64	C-080123	FUEL FOR STATION 1	
017201 BEST-WADE PETROLEUM	71836	0	2023 10	INV	A	1,868.92	C-080123	FUEL FOR STATION 2	
017201 BEST-WADE PETROLEUM	71837	0	2023 10	INV	A	2,581.26	C-080123	FUEL FOR STATION 3	
						<b>6,368.82</b>			
						ACCOUNT TOTAL			9,571.07
290 622100									
023066 TRILOGY MEDWASTE SO	1391809	0	2023 10	INV	A	493.10	C-080123	MED WASTE FOR ALL S	
						ACCOUNT TOTAL			493.10
290 626500									
029120 YOUNG LEASING CO	INV6417403	0	2023 10	INV	A	244.70	C-080123	ADMIN COPIER FEES F	
						ACCOUNT TOTAL			244.70
290 626900									
						TRAVEL & TRAINING			

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000958 MS STATE FIRE ACADEM	30848	0	2023 10	INV	A	500.00	C-080123	FIRE FIGHTER I-II H
001147 NEXAIR LLC	11107251	0	2023 10	INV	A	148.59	C-080123	RENTAL FEES FOR JUN
001339 CREDIT CARD CENTER	8-13-23	0	2023 10	INV	A	73.00	C-080123	TRAVEL CARD- 8-13-2
031074 MORSE NATHANIEL R	71423	0	2023 10	INV	A	174.00	C-080123	HAZMAT TECH 1
037826 JERSEY MIKE'S SUBS	6222023	0	2023 10	INV	A	314.92	C-080123	TRAINING CLASS
ACCOUNT TOTAL						1,210.51		
290 630400			MACHINERY & EQUIPMENT					
000949 INTEGRATED COMMUNICA	30596	0	2023 10	INV	A	94.00	C-080123	REPLACEMENT MIC CAB
ACCOUNT TOTAL						94.00		
ORG 290 TOTAL						18,343.31		
FIRE PREVENTION								
295 611000			MATERIALS					
014493 ALDERMAN MALENA	7-24-23	0	2023 10	INV	A	85.59	C-080123	APPLE USB SUPERDRIV
ACCOUNT TOTAL						85.59		
295 626102			PUBLIC RELATIONS					
001361 SAM'S CLUB DIRECT	8-08-23	0	2023 10	INV	A	110.96	C-080123	SAM'S CREDIT CARD
ACCOUNT TOTAL						110.96		
295 630400			MACHINERY AND EQUIPMENT					
000739 CDW LLC	KM74109	23000292	2023 10	INV	A	3,510.00	C-080123	GETAC F110 G6 - 11.
000739 CDW LLC	KN29957	23000292	2023 10	INV	A	728.85	C-080123	GETAC F110 G6 - 11.
						<b>4,238.85</b>		
ACCOUNT TOTAL						4,238.85		
ORG 295 TOTAL						4,435.40		
EMS								
297 610701			MEDICAL SUPPLIES					
000582 BOUND TREE MEDICAL	85022624	0	2023 10	INV	A	282.60	C-080123	MEDICAL SUPPLIES
000582 BOUND TREE MEDICAL	85028984	0	2023 10	INV	A	530.48	C-080123	MEDICAL SUPPLIES
						<b>813.08</b>		
001147 NEXAIR LLC	11133839	0	2023 10	INV	A	171.14	C-080123	MEDICAL SUPPLIES
001147 NEXAIR LLC	11144335	0	2023 10	INV	A	113.46	C-080123	MEDICAL SUPPLIES OX
001147 NEXAIR LLC	11154419	0	2023 10	INV	A	103.85	C-080123	MEDICAL SUPPLIES OX
						<b>388.45</b>		

CITY OF SOUTHAVEN



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YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
015430 ZOLL MEDICAL CORPORA	3770483	0	2023 10	INV A	583.86	C-080123	MEDICAL SUPPLIES	
015430 ZOLL MEDICAL CORPORA	3771320	0	2023 10	INV A	1,687.56	C-080123	MEDICAL SUPPLIES	
015430 ZOLL MEDICAL CORPORA	3778380	0	2023 10	INV A	1,381.80	C-080123	MEDICAL SUPPLIES	
					<b>3,653.22</b>			
016050 HENRY SCHEIN INC	37304849-S	0	2023 10	INV A	.06	C-080123	SHORT PAY-MEDICAL S	
016050 HENRY SCHEIN INC	46313229	0	2023 10	INV A	913.63	C-080123	MEDICAL SUPPLIES	
016050 HENRY SCHEIN INC	47182755	0	2023 10	INV A	46.90	C-080123	MEDICAL SUPPLIES	
016050 HENRY SCHEIN INC	47218029	0	2023 10	INV A	2,041.19	C-080123	MEDICAL SUPPLIES	
					<b>3,001.78</b>			
021392 MERCURY MEDICAL	INV182368	0	2023 10	INV A	168.94	C-080123	MEDICAL SUPPLIES	
021908 STRYKER	4212782M	0	2023 10	INV A	282.68	C-080123	MEDICAL SUPPLIES	
ACCOUNT TOTAL					8,308.15			
297 611300				MOTOR VEH REPAIRS/MAINT				
000189 HOMER SKELTON FORD	6165756	0	2023 10	INV A	190.24	C-080123	REPAIRS TO UNIT 3 F	
000189 HOMER SKELTON FORD	6165943	0	2023 10	INV A	335.66	C-080123	OIL FILTER CHANGE U	
000189 HOMER SKELTON FORD	6165953	0	2023 10	INV A	591.48	C-080123	OIL FILTER CHANGE A	
					<b>1,117.38</b>			
000883 AMERICAN TIRE REPAIR	164711	0	2023 10	INV A	35.00	C-080123	FLAT TIRE REPAIR UN	
ACCOUNT TOTAL					1,152.38			
297 620901				BILLING SERVICES				
019311 CREDIT BUREAU SYSTEM	307400000398	0	2023 10	INV A	1,211.73	C-080123	EMS COLLECTION FEES	
ACCOUNT TOTAL					1,211.73			
297 626900				TRAVEL & TRAINING				
037517 BERRYHILL ASHTON	7142023	0	2023 10	INV A	200.00	C-080123	NREMT PSYCHO EXAM F	
ACCOUNT TOTAL					200.00			
ORG 297 TOTAL					10,872.26			
311				PUBLIC WORKS DEPARTMENT				
311 610100				CLEANING SUPPLIES				
001361 SAM'S CLUB DIRECT	8-08-23	0	2023 10	INV A	199.48	C-080123	SAM'S CREDIT CARD	
ACCOUNT TOTAL					199.48			
311 610400				OFFICE SUPPLIES				
007600 ODP BUSINESS	316016325001	0	2023 10	INV A	21.11	C-080123	WALL FILES, PENS, C	

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL						21.11					
311	611000	MATERIALS									
000759	LEHMAN ROBERTS CO 93376	0	2023 10	INV	A	764.25	C-080123	MAT			
001320	MARTIN MACHINE WORKS 1657	0	2023 10	INV	A	234.00	C-080123	MAT.			
002951	STATELINE TURF & TRA 344446	0	2023 10	INV	A	500.64	C-080123	MAT			
017201	BEST-WADE PETROLEUM 71545	0	2023 10	INV	A	1,918.59	C-080123	55 GAL DRUMS			
030967	EMISSION & COOLING S 3050790	0	2023 10	INV	A	44.35	C-080123	MATERIALS			
ACCOUNT TOTAL						3,461.83					
311	611300	MAINTENANCE VEHICLES									
000687	SOUTHERN PIPE & SUPP 189239	0	2023 10	INV	A	645.63	C-080123	MAT FOR SHOP			
000883	AMERICAN TIRE REPAIR 164707	0	2023 10	INV	A	940.96	C-080123	TRACTOR T4			
000883	AMERICAN TIRE REPAIR 165879	0	2023 10	INV	A	784.40	C-080123	MAT FOR SHOP			
						<b>1,725.36</b>					
000993	ADVANCE AUTO PARTS 1897-573661	0	2023 10	INV	A	34.99	C-080123	MAT FOR SHOP			
000993	ADVANCE AUTO PARTS 6667319232256	0	2023 10	INV	A	9.19	C-080123	MAT FOR SHOP			
000993	ADVANCE AUTO PARTS 6667319832701	0	2023 10	INV	A	65.90	C-080123	MAT FOR SHOP			
000993	ADVANCE AUTO PARTS 6667319832714	0	2023 10	INV	A	39.25	C-080123	MAT FOR SHOP			
000993	ADVANCE AUTO PARTS 6667319847190	0	2023 10	INV	A	56.99	C-080123	MAT FOR SHOP			
000993	ADVANCE AUTO PARTS 6667320047229	0	2023 10	INV	A	228.00	C-080123	MAT FOR SHOP			
						<b>434.32</b>					
001101	SNAPPY WINDSHIELD CSPD-106	0	2023 10	INV	A	255.00	C-080123	MAT FOR SHOP			
001114	UNION AUTO PARTS 2637145	0	2023 10	INV	A	95.76	C-080123	MAT FOR SHOP			
001150	NAPA GENUINE PARTS C 860314	0	2023 10	INV	A	50.92	C-080123	MAT FOR SHOP			
006479	AIRGAS USA INC 5500587480	0	2023 10	INV	A	59.75	C-080123	MAT FOR SHOP			
007304	O'REILLYS AUTO PARTS 1224-484462	0	2023 10	CRM	A	-24.71	C-080123	CREDIT - MAT FOR SH			
007304	O'REILLYS AUTO PARTS 6399-162292	0	2023 10	INV	A	9.99	C-080123	MAT FOR SHOP			
007304	O'REILLYS AUTO PARTS 6399-162479	0	2023 10	INV	A	208.24	C-080123	MAT FOR SHOP			
007304	O'REILLYS AUTO PARTS 6399-162611	0	2023 10	INV	A	129.32	C-080123	MAT FOR SHOP			
007304	O'REILLYS AUTO PARTS 6399-163184	0	2023 10	INV	A	68.94	C-080123	MAT FOR SHOP			
						<b>391.78</b>					
008561	S & H SMALL ENGINES 81848	0	2023 10	INV	A	249.52	C-080123	MAT FOR SHOP			
008561	S & H SMALL ENGINES 82216	0	2023 10	INV	A	11.00	C-080123	MAT FOR SHOP			
						<b>260.52</b>					

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
010865 RELIABLE EQUIPMENT	CT118438	0	2023 10	INV	A	156.92	C-080123	MAT FOR SHOP
010865 RELIABLE EQUIPMENT	CT118464	0	2023 10	INV	A	140.36	C-080123	MAT FOR SHOP
010865 RELIABLE EQUIPMENT	CT118673	0	2023 10	INV	A	71.64	C-080123	MAT FOR SHOP
						<b>368.92</b>		
015391 MID-SOUTH AG EQUIPME	P35612	0	2023 10	INV	A	965.14	C-080123	MAT FOR SHOP
015391 MID-SOUTH AG EQUIPME	P35675	0	2023 10	INV	A	70.09	C-080123	MAT FOR SHOP
						<b>1,035.23</b>		
025659 WADE INCORPORATED	P30790	0	2023 10	INV	A	379.54	C-080123	MAT FOR SHOP
ACCOUNT TOTAL						5,702.73		
311 612200								MAINTENANCE EQUIPMENT & BUILD
014714 INTEGRATED WIRELES	24114	0	2023 10	INV	A	556.40	C-080123	MAT/EQUIP
ACCOUNT TOTAL						556.40		
311 612500								UNIFORMS
013377 CINTAS	4161309610	0	2023 10	INV	A	450.11	C-080123	UNIFORMS
013377 CINTAS	4162006802	0	2023 10	INV	A	441.93	C-080123	UNIFORMS
						<b>892.04</b>		
ACCOUNT TOTAL						892.04		
311 630400								MACHINERY & EQUIPMENT
029563 LANDERS FORD SOUTH	72123	23000334	2023 10	INV	A	50,415.00	C-080123	2023 FORD F150 PICK
ACCOUNT TOTAL						50,415.00		
ORG 311 TOTAL						61,248.59		
315								CITY TRAFFIC AND STREETS LIGHT
315 612200								MAINTENANCE EQUIPMENT & BUILD
000497 DESOTO COUNTY ELECTR	8211	0	2023 10	INV	A	507.60	C-080123	SIGNAL REPAIR
000497 DESOTO COUNTY ELECTR	8242	0	2023 10	INV	A	755.09	C-080123	SIGNAL REPAIR
						<b>1,262.69</b>		
ACCOUNT TOTAL						1,262.69		
ORG 315 TOTAL						1,262.69		
411								PARKS DEPARTMENT
411 610400								OFFICE SUPPLIES
006685 DEX IMAGING	AR9700558	0	2023 10	INV	A	2.78	C-080123	COPY DEPT GOLF CENT
029120 YOUNG LEASING CO	INV6428451	0	2023 10	INV	A	26.33	C-080123	COPY CONTRACT TOURN

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
029120	YOUNG LEASING CO	INV6428452	0	2023	10	INV	A	9.69	C-080123	COPY CONTRACT PARKS	
029120	YOUNG LEASING CO	INV6429274	0	2023	10	INV	A	1,093.59	C-080123	COPY CONTRACT SOCCE	
029120	YOUNG LEASING CO	INV6439184	0	2023	10	INV	A	24.54	C-080123	COPY CONTRACT PINE	
								<b>1,154.15</b>			
ACCOUNT TOTAL						1,156.93					
411	611300			MAINTENANCE VEHICLES							
009578	GATEWAY TIRE & SERVI	1022-156157	0	2023	10	INV	A	135.92	C-080123	SPRAY TRUCK MAINT	
009578	GATEWAY TIRE & SERVI	1022-156862	0	2023	10	INV	A	342.50	C-080123	TIRES MAINT	
009578	GATEWAY TIRE & SERVI	1022-157038	0	2023	10	INV	A	167.64	C-080123	TRAILER MAINT	
009578	GATEWAY TIRE & SERVI	1022-157266	0	2023	10	INV	A	209.25	C-080123	LAWN MASTER MAINT	
009578	GATEWAY TIRE & SERVI	1022-160361	0	2023	10	INV	A	62.35	C-080123	TIRE MAINT	
009578	GATEWAY TIRE & SERVI	1022-160482	0	2023	10	INV	A	733.76	C-080123	TRAILER TIRE MAINT	
								<b>1,651.42</b>			
ACCOUNT TOTAL						1,651.42					
411	612200			MAINTENANCE EQUIPMENT & BUILD							
000308	MAINTENANCE SUPPLY	239942	0	2023	10	INV	A	67.21	C-080123	HEX NUTS WASHERS	
000312	BOB LADD & ASSOCIATE	1-313938	0	2023	10	INV	A	274.63	C-080123	BALL JOINT & SHOCK	
000826	JERRY PATE TURF & IR	450676	0	2023	10	INV	A	315.00	C-080123	MISC PARTS	
000826	JERRY PATE TURF & IR	450719	0	2023	10	INV	A	160.63	C-080123	BELT	
000826	JERRY PATE TURF & IR	450909	0	2023	10	INV	A	399.80	C-080123	TURF GUARD	
								<b>875.43</b>			
001150	NAPA GENUINE PARTS C	409791	0	2023	10	INV	A	12.99	C-080123	GEAR OIL	
001150	NAPA GENUINE PARTS C	410115	0	2023	10	INV	A	26.82	C-080123	OIL FILTER	
001150	NAPA GENUINE PARTS C	410527	0	2023	10	INV	A	4.16	C-080123	FUSE HOLDER	
001150	NAPA GENUINE PARTS C	411195	0	2023	10	INV	A	47.97	C-080123	SHOP SUPPLIES	
001150	NAPA GENUINE PARTS C	411853	0	2023	10	INV	A	10.11	C-080123	SHOP SUPPLIES	
001150	NAPA GENUINE PARTS C	411857	0	2023	10	INV	A	25.82	C-080123	SHOP TOOLS	
001150	NAPA GENUINE PARTS C	695-411274	0	2023	10	INV	A	45.30	C-080123	OIL FILTERS	
001150	NAPA GENUINE PARTS C	695-411834	0	2023	10	INV	A	714.00	C-080123	TIRE SEALER	
								<b>887.17</b>			
002768	KEELING IRRIGATION	S4365622	0	2023	10	INV	A	317.47	C-080123	PVC PIPE, CEMENT	
002768	KEELING IRRIGATION	S4366235	0	2023	10	INV	A	38.91	C-080123	SYRINGE HAND PUMP	
								<b>356.38</b>			
013377	CINTAS	4161308708	0	2023	10	INV	A	70.45	C-080123	MATS	
013377	CINTAS	4161870280	0	2023	10	INV	A	120.55	C-080123	MATS	
013377	CINTAS	4161870894	0	2023	10	INV	A	85.19	C-080123	TOWELS, MATS, AIR F	
013377	CINTAS	4162005804	0	2023	10	INV	A	70.45	C-080123	MATS	
013377	CINTAS	4162597452	0	2023	10	INV	A	134.36	C-080123	MATS	

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
013377 CINTAS	4162598048	0	2023 10	INV	A	85.19	C-080123	MATS, AIR FRESHENER
						<b>566.19</b>		
020449 FINAL TOUCH SECURITY	80111	0	2023 10	INV	A	210.00	C-080123	SMOKE DETECTOR SERV
020490 INTERSTATE BATTERY S	500064346	0	2023 10	INV	A	265.55	C-080123	BATTERY
029751 PRESTIGE FLAG	726399	0	2023 10	INV	A	446.06	C-080123	GOLF FLAGS
						<b>3,948.62</b>		
411 612201								PARK MAINTENANCE
000334 ULINE INC	166338327	0	2023 10	INV	A	123.46	C-080123	ICE CHEST
000334 ULINE INC	166342013	0	2023 10	INV	A	268.44	C-080123	TRASH LINERS
						<b>391.90</b>		
001056 BWI MEMPHIS	17869923	0	2023 10	INV	A	1,234.40	C-080123	FERTILIZER
001056 BWI MEMPHIS	17926723	0	2023 10	INV	A	488.84	C-080123	HERBICIDE
001056 BWI MEMPHIS	17927609	0	2023 10	INV	A	1,975.00	C-080123	HERBICIDE
						<b>3,698.24</b>		
004854 WEST MEMPHIS FENCE &	92960	0	2023 10	INV	A	900.00	C-080123	FENCE REPAIR @ AMP
007823 AMERICAN PAPER & TWI	4685768	0	2023 10	INV	A	101.22	C-080123	JANITORIAL
007823 AMERICAN PAPER & TWI	4690133	0	2023 10	INV	A	1,293.59	C-080123	JANITORIAL SUPPLIES
007823 AMERICAN PAPER & TWI	4690138	0	2023 10	INV	A	113.22	C-080123	JANITORIAL SUPPLIES
007823 AMERICAN PAPER & TWI	4692264	0	2023 10	INV	A	101.22	C-080123	JANITORIAL
						<b>1,609.25</b>		
011969 PIONEER MANUFACTURIN	INV887779	0	2023 10	INV	A	610.17	C-080123	GAME LINE REMOVER
024249 SITEONE LANDSCAPE SU	132757686	0	2023 10	INV	A	657.02	C-080123	SPREADER
026449 KELLY SEPTIC SER	26260	0	2023 10	INV	A	190.00	C-080123	PORTA POTTY SERV
026449 KELLY SEPTIC SER	26397	0	2023 10	INV	A	180.00	C-080123	PORTA POTTY SERV
						<b>370.00</b>		
						<b>8,236.58</b>		
411 612300								MUNICIPAL GOLF COURSE EXPENSE
022383 ADDISON TREE CARE	1155	0	2023 10	INV	A	4,975.00	C-080123	TREE REMOVAL
						<b>4,975.00</b>		
411 621900								ASSOCIATIONAL DUES
003923 MS SOCCER ASSO	1625602	0	2023 10	INV	A	1,180.00	C-080123	COACHES BACKGROUNDS
003923 MS SOCCER ASSO	8539191	0	2023 10	INV	A	1,672.00	C-080123	REGISTRATIONS FOR S

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YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003923 MS SOCCER ASSO	8539192	0	2023 10	INV	A	2,214.00	C-080123	REGISTRATION FOR RE	
						5,066.00			
013885 DESOTO COUNTY SOCCER	2023SPRING	0	2023 10	INV	A	885.00	C-080123	ADMIN FEES	
						ACCOUNT TOTAL		5,951.00	
411 622100								PROFESSIONAL SERVICES	
000642 HOTEL & RESTAURANT	3191132	23000287	2023 10	INV	A	54,427.00	C-080123	SNOWDEN GROVE AMPHI	
000642 HOTEL & RESTAURANT	3193008	0	2023 10	INV	A	26,050.00	C-080123	BOA APPROVED REV AU	
						80,477.00			
010865 RELIABLE EQUIPMENT	CT118669	0	2023 10	INV	A	3,824.00	C-080123	BACKPACK BLOWER	
						ACCOUNT TOTAL		84,301.00	
411 627901								UMPIRES	
002574 CARSON MICHAEL A	7-25-23	0	2023 10	INV	A	70.00	C-080123	INDOOR SOCCER UMPIR	
011508 DOCKERY LAWRENCE	7-25-23	0	2023 10	INV	A	35.00	C-080123	INDOOR SOCCER UMPIR	
015545 KLINCK ZACHARY A	7-25-23	0	2023 10	INV	A	40.00	C-080123	INDOOR SOCCER UMPIR	
018255 PHILLIPS ERIC	7-25-23	0	2023 10	INV	A	35.00	C-080123	INDOOR SOCCER UMPIR	
031322 VASQUEZ GEORGE	7-25-23	0	2023 10	INV	A	70.00	C-080123	INDOOR SOCCER UMPIR	
036078 BEAL BLAKE AUSTIN	7-22-23	0	2023 10	INV	A	100.00	C-080123	SOFTBALL OFFICALS 7	
						ACCOUNT TOTAL		350.00	
411 630400								MACHINERY & EQUIPMENT	
000312 BOB LADD & ASSOCIATE	1-314139	0	2023 10	INV	A	135,184.40	C-080123	20 CLUB CAR TEMPO G	
						ACCOUNT TOTAL		135,184.40	
						ORG 411 TOTAL		245,754.95	
412								PARK TOURNAMENTS	
412 612400								RESELL / CONCESSION EXPENSE	
000305 MEMPHIS ICE MACHINE	34252326	0	2023 10	INV	A	161.00	C-080123	ICE MACHINE REPAIRS	
000325 MEMPHIS RESTAURANT S	70785	0	2023 10	INV	A	147.96	C-080123	SINK SNOWDEN MAIN	
001361 SAM'S CLUB DIRECT	8-08-23	0	2023 10	INV	A	4,583.84	C-080123	SAM'S CREDIT CARD	
003538 SYSCO CORPORATION	414155736	0	2023 10	INV	A	2,207.96	C-080123	CONCESSION	
003538 SYSCO CORPORATION	414159277	0	2023 10	INV	A	3,965.96	C-080123	CONCESSION	
003538 SYSCO CORPORATION	414161601	0	2023 10	INV	A	1,918.26	C-080123	CONCESSION	
003538 SYSCO CORPORATION	414163529	0	2023 10	INV	A	1,043.63	C-080123	CONCESSION	



CITY OF SOUTHAVEN



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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									9,135.81
005075 CHICK-FIL-A	716-072023	0	2023 10	INV	A	1,070.00	C-080123	CONCESSIONS	
022806 PEPSI BEVERAGES COMP	6190856	0	2023 10	INV	A	2,027.25	C-080123	PEPSI RESALE	
022806 PEPSI BEVERAGES COMP	68411507	0	2023 10	INV	A	5,065.00	C-080123	PEPSI RESALE	
									7,092.25
024982 SMITTY'S SLICES LLC	71023-71723	0	2023 10	INV	A	2,758.00	C-080123	PIZZA RESALE	
025026 SOUTHERN REFRESHMENT	40895	0	2023 10	INV	A	378.51	C-080123	SLUSHIES	
026772 WILSON SPORTING GOOD	4542426562	0	2023 10	INV	A	451.04	C-080123	TENNIS RACQUET	
026772 WILSON SPORTING GOOD	4542426563	0	2023 10	INV	A	103.54	C-080123	TENNIS RACQUET	
026772 WILSON SPORTING GOOD	4542426564	0	2023 10	INV	A	410.42	C-080123	TENNIS RACQUET	
026772 WILSON SPORTING GOOD	4542426565	0	2023 10	INV	A	1,897.86	C-080123	TENNIS STRING	
026772 WILSON SPORTING GOOD	4542505567	0	2023 10	INV	A	1,284.51	C-080123	TENNIS RACKET	
									4,147.37
033037 HOSPITALITY CONTROL	52077	0	2023 10	INV	A	223.50	C-080123	ALOHA SUPPORT	
036347 JOHNNY FREEZE CREAM	3432	0	2023 10	INV	A	805.00	C-080123	CREAM ICE CONCESSIO	
037416 STUD MUFFINS LLC	62223-71123	0	2023 10	INV	A	1,880.00	C-080123	LOADED TEAS CONCESS	
									ACCOUNT TOTAL
									32,383.24
412 622100									PROFESSIONAL FEES
007622 MIDSOUTH SPORTS PROD	746	0	2023 10	INV	A	11,250.00	C-080123	BASEBALL CONTRACT A	
024247 KALISAK ROSEMARY	JULY2023	0	2023 10	INV	A	4,375.00	C-080123	SOFTBALL CONTRACT J	
									ACCOUNT TOTAL
									15,625.00
412 626102									PROMOTIONS
001121 NEWTONS TROPHY	11759	0	2023 10	INV	A	400.00	C-080123	TROPHIES	
033269 PENNINGTON ZACH	20230723-SB1	0	2023 10	INV	A	1,200.00	C-080123	VIDEO CONTENT FOR B	
034906 GLOBAL AWARDS, LLC	2386	0	2023 10	INV	A	2,300.00	C-080123	TENTS	
034906 GLOBAL AWARDS, LLC	2388	0	2023 10	INV	A	9,030.00	C-080123	BASEBALL	
									11,330.00
									ACCOUNT TOTAL
									12,930.00
									ORG 412 TOTAL
									60,938.24

CITY OF SOUTHAVEN



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YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
511									MUNICIPAL CODE ENFORCEMENT
511	610100								CLEANING SUPPLIES
000210	HILL MANUFACTURING CO	148668	0	2023	10	INV	A	140.29	C-080123 CLEANING SUPPLIES
001361	SAM'S CLUB DIRECT	8-08-23	0	2023	10	INV	A	280.56	C-080123 SAM'S CREDIT CARD
								ACCOUNT TOTAL	420.85
511	611000								MATERIALS
001361	SAM'S CLUB DIRECT	8-08-23	0	2023	10	INV	A	33.92	C-080123 SAM'S CREDIT CARD
								ACCOUNT TOTAL	33.92
511	614900								FEED FOR ANIMALS
001361	SAM'S CLUB DIRECT	8-08-23	0	2023	10	INV	A	391.73	C-080123 SAM'S CREDIT CARD
012713	HILL'S PET NUTRITION	245984114	0	2023	10	INV	A	15.15	C-080123 FEED ANIMALS
012713	HILL'S PET NUTRITION	246005393	0	2023	10	INV	A	171.20	C-080123 FEED ANIMALS
012713	HILL'S PET NUTRITION	246076721	0	2023	10	INV	A	172.07	C-080123 FEED ANIMALS
								<b>358.42</b>	
								ACCOUNT TOTAL	750.15
511	622100								PROFESSIONAL SERVICES
000500	DESOTO COUNTY ANIMAL	238734	0	2023	10	INV	A	1,102.50	C-080123 PROF SERV
								ACCOUNT TOTAL	1,102.50
								ORG 511 TOTAL	2,307.42
901									CITY FUEL
901	614000								FUEL & OIL
036077	DICKERSON PETROLEUM	INV-023842	23000332	2023	10	INV	A	16,114.08	C-080123 FUEL ORDER
036077	DICKERSON PETROLEUM	INV-023843	23000332	2023	10	INV	A	20,447.52	C-080123 FUEL ORDER
								<b>36,561.60</b>	
								ACCOUNT TOTAL	36,561.60
								ORG 901 TOTAL	36,561.60
902									GENERAL EXPENSES
902	620750								LANDSCAPE GROUNDS MANICURE ROW
028454	CHANDLERS LAWN SER	28282	0	2023	10	INV	A	2,233.00	C-080123 LAWN MAINT.
028454	CHANDLERS LAWN SER	37651	0	2023	10	INV	A	1,450.00	C-080123 LAWN MAINT.
								<b>3,683.00</b>	
								ACCOUNT TOTAL	3,683.00

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
902	620902							FACILITIES MANAGEMENT	
000021	A-1 FIRE PROTECTION 10001667	0	2023 10	INV	A	475.50	C-080123	FIRE PROJECTION INS	
000021	A-1 FIRE PROTECTION 10001670	0	2023 10	INV	A	190.00	C-080123	FIRE SUPPRESSION-VE	
000021	A-1 FIRE PROTECTION 10001671	0	2023 10	INV	A	833.00	C-080123	PARKS-FIRE SUPPRESS	
						<b>1,498.50</b>			
000172	AUTOMATIC RAIN 17688	0	2023 10	INV	A	162.00	C-080123	LAWN SPRINKLER MAIN	
000469	TRI-STAR COMPANIES, C22556.3	0	2023 10	INV	A	3,625.00	C-080123	1/4 PREVENTATIVE MA	
001099	NORTH MS PEST CONTRO 132-01240730	0	2023 10	INV	A	489.00	C-080123	COMMUNITY CENTER	
001099	NORTH MS PEST CONTRO 132-01268037	0	2023 10	INV	A	755.00	C-080123	CITY HALL	
001099	NORTH MS PEST CONTRO 132-01268685	0	2023 10	INV	A	40.00	C-080123	TRAFFIC BUILDING	
						<b>1,284.00</b>			
016517	UPCHURCH SERVICES, L 229112	0	2023 10	INV	A	1,177.00	C-080123	CITY HALL PLUMBING	
028212	UNITED REFRIGERATION 91167524	0	2023 10	INV	A	10.20	C-080123	HVAC MATERIAL	
036884	MILLWORK SPECIALTY C PB072302	0	2023 10	INV	A	674.00	C-080123	VENEER REPAIRS	
						ACCOUNT TOTAL		8,430.70	
902	625100							STREET RESURFACING	
000759	LEHMAN ROBERTS CO 21049-12	0	2023 10	INV	A	318,459.41	C-080123	PAVING	
000759	LEHMAN ROBERTS CO 21049-18	0	2023 10	INV	A	1,606,438.64	C-080123	PAVING	
000759	LEHMAN ROBERTS CO 21049-19	0	2023 10	INV	A	1,844,626.89	C-080123	PAVING	
						<b>3,769,524.94</b>			
						ACCOUNT TOTAL		3,769,524.94	
			ORG 902	TOTAL				3,781,638.64	
905								LIABILITY INSURANCE	
905	602700							WORKMAN'S COMP INSUR	
030408	ARTHUR J GALLAGHER 4770623	0	2023 10	INV	A	149,665.25	C-080123	23-24 WC INSTALLMEN	
						ACCOUNT TOTAL		149,665.25	
905	629300							INSURANCE-LIABILITY	
029114	CNA SURETY 71023341-0723	0	2023 10	INV	A	20.00	C-080123	EMPLOYEE BOND UPDAT	
030408	ARTHUR J GALLAGHER 4762473	0	2023 10	INV	A	995,192.00	C-080123	23-24 CYBER/PKG/AUT	
						ACCOUNT TOTAL		995,212.00	
			ORG 905	TOTAL				1,144,877.25	



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FUND 0010 GENERAL FUND				TOTAL:	5,602,386.85		



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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
611									
611	623801								
001540	MURPHY & SONS, INC.	PAYREQUEST1	0	2023 10	INV A			95,227.18	C-080123
									PAY REQUEST 1 NEIGH
								95,227.18	
									ACCOUNT TOTAL
611	626200								
002948	SUNBELT RENTALS	141226409	0	2023 10	INV A			1,266.87	C-080123
									MISTING FAN-DIZZY D
								1,266.87	
									ACCOUNT TOTAL
611	626300								
017044	DESOTO COUNTY	7-17-23	0	2023 10	INV A			8,333.33	C-080123
									CONCERT PROMOTER BA
								8,333.33	
									ACCOUNT TOTAL
								104,827.38	
									ORG 611 TOTAL
FUND 0240 TOURIST & CONVENTION					TOTAL:			104,827.38	

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
811			UTILITY EXPENSE ACCOUNTS				
811	650902		DWI LOAN PAYMENT				
004646	DESOTO COUNTY REGION 3030	0	2023 10 INV A	87,127.25	C-080123	AUG 2023 SEWER FEES	
			ACCOUNT TOTAL	87,127.25			
			ORG 811 TOTAL	87,127.25			
815			UTILITY CAPITAL IMPROVEMENTS				
815	625300 1550		FIRE EXTENSION PH III				
015242	TREY CONSTRUCTION, I PAYAPP8	0	2023 10 INV A	52,083.75	C-080123	FIRE SERV EXT PHASE	
			ACCOUNT TOTAL	52,083.75			
			ORG 815 TOTAL	52,083.75			
820			UTILITY ADMINISTRATIVE EXPENSE				
820	622100		PROFESSIONAL SERVICES				
030408	ARTHUR J GALLAGHER 4762473	0	2023 10 INV A	236,953.00	C-080123	23-24 CYBER/PKG/AUT	
			ACCOUNT TOTAL	236,953.00			
820	626500		PRINTING				
006685	DEX IMAGING AR9397191	0	2023 10 INV A	16.12	C-080123	MP8773 COPIER @CH W	
017795	RICH PRINTING INC 37358	0	2023 10 INV A	1,241.79	C-080123	BANK DRAFT INSERTS	
			ACCOUNT TOTAL	1,257.91			
820	626900		TRAVEL & TRAINING				
002494	MGM RESORTS INTL 90669	0	2023 10 INV A	756.00	C-080123	MML 2023 CITY OF SO	
			ACCOUNT TOTAL	756.00			
			ORG 820 TOTAL	238,966.91			
825			UTILITY MAINTENANCE EXPENSES				
825	611000		MATERIALS				
000354	METER SERVICE AND SU 30830	0	2023 10 INV A	592.50	C-080123	FITTINGS	
000354	METER SERVICE AND SU 30843	0	2023 10 INV A	1,521.00	C-080123	LIDS	
000354	METER SERVICE AND SU 30944	0	2023 10 INV A	1,936.00	C-080123	CURBSTOPS	
				4,049.50			
000457	GRAINGER 9760669581	0	2023 10 INV A	33.45	C-080123	WRENCH	
000457	GRAINGER 9761964304	0	2023 10 INV A	84.03	C-080123	WRENCHES	
000457	GRAINGER 9763163418	0	2023 10 CRM A	-33.45	C-080123	CREDIT	
000457	GRAINGER 9781329314	0	2023 10 INV A	188.66	C-080123	METER	
				272.69			

FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
000551 USA BLUEBOOK	INV00079376	0	2023 10	INV	A	1,857.21	C-080123	PUMPS
000687 SOUTHERN PIPE & SUPP	8179740	0	2023 10	INV	A	80.70	C-080123	PVC PIPE
000687 SOUTHERN PIPE & SUPP	8201062	0	2023 10	INV	A	150.26	C-080123	PIPE ADAPTERS ECT
000687 SOUTHERN PIPE & SUPP	8218473	0	2023 10	INV	A	9.00	C-080123	FITTINGS
						<b>239.96</b>		
007304 O'REILLYS AUTO PARTS	1257-245068	0	2023 10	INV	A	64.88	C-080123	BELTS FOR LIFT STAT
007766 CENTRAL PIPE SUPPLY, S100335889		0	2023 10	INV	A	1,321.82	C-080123	METER
ACCOUNT TOTAL						7,806.06		
825 611100								CHEMICALS
000551 USA BLUEBOOK	INV00081109	0	2023 10	INV	A	627.80	C-080123	CHEMICAL PUMPS
001146 IDEAL CHEMICAL	283003	0	2023 10	INV	A	3,729.10	C-080123	CHEMICALS FOR GETWE
001146 IDEAL CHEMICAL	283004	0	2023 10	INV	A	467.50	C-080123	CHEMICALS FOR COLLE
001146 IDEAL CHEMICAL	283005	0	2023 10	INV	A	825.60	C-080123	CHEMICALS FOR GREEN
						<b>5,022.20</b>		
ACCOUNT TOTAL						5,650.00		
825 611300								MAINTENANCE VEHICLES
000883 AMERICAN TIRE REPAIR	165927	0	2023 10	INV	A	554.16	C-080123	TIRES FOR TRK #818
005841 KAR-GUARD MUFFLER &	58202	0	2023 10	INV	A	489.99	C-080123	BLAKE REPAIR TRK #8
029563 LANDERS FORD SOUTH	152621	0	2023 10	INV	A	87.45	C-080123	ROUTINE MAINTENANCE
ACCOUNT TOTAL						1,131.60		
825 612200								MAINTENANCE EQUIPMENT & BUILD
000883 AMERICAN TIRE REPAIR	164751	0	2023 10	INV	A	30.00	C-080123	TIRE REPAIR FOR DUM
005329 TENCARVA MACHINERY C	CD99081210	0	2023 10	INV	A	1,060.20	C-080123	SEWER PUMP STATION
024542 BRIGGS EQUIPMENT	INV2859440	0	2023 10	INV	A	565.05	C-080123	REPAIRS TO JCB
ACCOUNT TOTAL						1,655.25		
825 622100								PROFESSIONAL SERVICES
009195 GAINES, ROBERT	1271	0	2023 10	INV	A	4,542.50	C-080123	SCADA SERV
025192 TRI STATE UTILITY CD	319585	0	2023 10	INV	A	1,752.03	C-080123	REPAIRS TO BLOW OFF
ACCOUNT TOTAL						6,294.53		
825 626900								TRAVEL & TRAINING
001339 CREDIT CARD CENTER	8-13-23	0	2023 10	INV	A	-5.54	C-080123	TRAVEL CARD- 8-13-2



FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT TOTAL				-5.54
825 650903			INTERCEPTOR SEWER TREATMENT				
002848 HORN LAKE CREEK BASI 7202023		0	2023 10 INV A	230,138.34	C-080123	JULY 2023 SEWER FEE	
			ACCOUNT TOTAL	230,138.34			
			ORG 825 TOTAL	252,670.24			
FUND 0400 UTILITY FUND				TOTAL:			630,848.15



FY2023 CLAIMS DOCKET C-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
850									
850	622100								
005430	CASCADE ENGINEERING	30592974	0	2023 10	INV A	34,133.00	C-080123		GARBAGE CARTS
005430	CASCADE ENGINEERING	30593162	0	2023 10	INV A	4,465.00	C-080123		GARBAGE CARTS
						<b>38,598.00</b>			
007500	SWEEPING CORPORATION	SCA097183	0	2023 10	INV A	38,810.51	C-080123		SWEEPING SERV PER C
030408	ARTHUR J GALLAGHER	4762473	0	2023 10	INV A	48,685.00	C-080123		23-24 CYBER/PKG/AUT
						ACCOUNT TOTAL			126,093.51
						ORG 850	TOTAL		126,093.51
FUND 0450 SANITATION FUND						TOTAL:			126,093.51

\*\* END OF REPORT - Generated by Alicia Ferguson \*\*

# CITY OF SOUTHAVEN



## FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
0010				GENERAL FUND					
0010	420100			PRIVILEGE LICENSE					
038091	NEELY JR DARRELL	7-17-23	0	2023	10 INV A	10.00	D-080123	BL REFUND DUE TO ZO	
				ACCOUNT TOTAL		10.00			
				ORG 0010	TOTAL	10.00			
111				MAYOR ADMIN DEPARTMENT					
111	625700			TELEPHONE & POSTAGE					
001167	AT&T MOBILITY	3690-070323	0	2023	10 INV A	56.32	D-080123	287266623690-MAYOR	
				ACCOUNT TOTAL		56.32			
				ORG 111	TOTAL	56.32			
125				COURT DEPARTMENT					
125	621505			COURT SUPPLIES					
001167	AT&T MOBILITY	5901-070323	0	2023	10 INV A	123.39	D-080123	287262425901-COURT	
030629	AMAZON CAPITAL	13JFVG63P37M	0	2023	10 INV A	47.91	D-080123	FLOOR MAT	
030629	AMAZON CAPITAL	141V33VW4HXX	0	2023	10 INV A	23.99	D-080123	CLOROX WIPES	
						<b>71.90</b>			
				ACCOUNT TOTAL		195.29			
				ORG 125	TOTAL	195.29			
145				DEPARTMENT OF FINANCE & ADMIN					
145	625700			TELEPHONE & POSTAGE					
001167	AT&T MOBILITY	7941-070323	0	2023	10 INV A	163.87	D-080123	HR CELL PHONES	
				ACCOUNT TOTAL		163.87			
				ORG 145	TOTAL	163.87			
150				INFORMATION TECHNOLOGY					
150	610500			COMPUTERS					
030629	AMAZON CAPITAL	1JCDDN3G6F1K	0	2023	10 INV A	60.41	D-080123	ETHERNET CABLE STOC	
030629	AMAZON CAPITAL	1T961PK71QHC	0	2023	10 INV A	59.98	D-080123	HDMI SWITCH W/PIP W	
030629	AMAZON CAPITAL	1Y91NGXXDVWY	0	2023	10 INV A	609.64	D-080123	SURGE PROTECTOR/NET	
						<b>730.03</b>			
				ACCOUNT TOTAL		730.03			
150	610550			NETWORK CONNECTIVITY					
001167	AT&T MOBILITY	3491-070323	0	2023	10 INV A	253.38	D-080123	287251543491-SDWAN/	
002351	COMCAST	177254074	0	2023	10 INV A	1,850.80	D-080123	932686421-SD IT & P	
002351	COMCAST	3830-070823	0	2023	10 INV A	201.25	D-080123	8396400220503830-IN	

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002351 COMCAST	5287-071223	0	2023 10	INV	A	251.25	D-080123	8396400220535287-PA	
						<b>2,303.30</b>			
						ACCOUNT TOTAL		2,556.68	
150 614000								GASOLINE/OIL	
006919 FUELMAN	NP64745319	0	2023 10	INV	A	177.24	D-080123	ACCT BG2241616	
006919 FUELMAN	NP64767242	0	2023 10	INV	A	86.67	D-080123	IT FUEL	
						<b>263.91</b>			
						ACCOUNT TOTAL		263.91	
150 625700								TELEPHONE/POSTAGE	
001167 AT&T MOBILITY	3491-070323	0	2023 10	INV	A	506.46	D-080123	287251543491-SDWAN/	
						ACCOUNT TOTAL		506.46	
						ORG 150 TOTAL		4,057.08	
155								CITY CLERK	
155 625700								TELEPHONE & POSTAGE	
001167 AT&T MOBILITY	9424-070323	0	2023 10	INV	A	292.85	D-080123	287258869424-CITY C	
						ACCOUNT TOTAL		292.85	
155 626900								TRAVEL & TRAINING	
025650 FORD ASHLEY	7-17-2023	0	2023 10	INV	A	16.25	D-080123	MILEAGE REIMBURSEME	
						ACCOUNT TOTAL		16.25	
						ORG 155 TOTAL		309.10	
160								FACILITIES	
160 600100								SALARIES-ADMINISTRATION	
038096 WHITE ROBERT G.	7-21-23	0	2023 10	INV	P	179.27	D-080123	208160	PAYROLL SHORTAGE
038097 DICKERSON ROGER D	7-21-23	0	2023 10	INV	P	93.34	D-080123	208158	PAYROLL SHORTAGE
038098 LOYA MELENDEZ EDGAR	7-21-23	0	2023 10	INV	P	137.57	D-080123	208159	PAYROLL SHORTAGE
						ACCOUNT TOTAL		410.18	
160 610400								OFFICE SUPPLIES	
030629 AMAZON CAPITAL	1WN3DKQQ9VDQ	0	2023 10	INV	P	53.89	D-080123	207926	PHONE CASES FOR PUB
						ACCOUNT TOTAL		53.89	
160 622100								PROFESSIONAL SERVICES	
002351 COMCAST	200510-0723	0	2023 10	INV	A	265.08	D-080123	8396400220200510-CA	

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						265.08		
160 625700				TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	1522-070323	0	2023 10	INV A		245.28 D-080123		287322981522-FACILI
013136 AT&T	1875-062823	0	2023 10	INV P		36.44 D-080123	207928	66234270783041875-
ACCOUNT TOTAL						281.72		
ORG 160 TOTAL						1,010.87		
180				PLANNING / ENGINEERING DEPT				
180 625700				TELEPHONE/POSTAGE				
001167 AT&T MOBILITY	2685-070323	0	2023 10	INV A		281.60 D-080123		287269342685-BLDG C
001167 AT&T MOBILITY	2970-070323	0	2023 10	INV A		445.34 D-080123		287270732970-CODE E
001167 AT&T MOBILITY	4718-070323	0	2023 10	INV A		971.63 D-080123		287274134718- PLANN
						<b>1,698.57</b>		
ACCOUNT TOTAL						1,698.57		
ORG 180 TOTAL						1,698.57		
211				POLICE DEPARTMENT				
211 614000				FUEL & OIL				
006919 FUELMAN	NP64745001	0	2023 10	INV A		16,635.64 D-080123		FUEL FOR FLEET
ACCOUNT TOTAL						16,635.64		
211 625700				TELEPHONE & POSTAGE				
001137 FEDEX	8-196-46504	0	2023 10	INV A		18.20 D-080123		DEPT OF NAVY
001167 AT&T MOBILITY	1151-070323	0	2023 10	INV A		492.83 D-080123		287297551151-LPR &
001167 AT&T MOBILITY	7424-062723	0	2023 10	INV A		5,026.04 D-080123		287288007424-UTILIT
						<b>5,518.87</b>		
001234 BRIGHTSPEED	1223-071023	0	2023 10	INV A		579.68 D-080123		300091223-PHONES PD
018521 SOUTHERN TELECOMMUNI	6-27-2023	0	2023 10	INV A		592.20 D-080123		2480 -6623934898
ACCOUNT TOTAL						6,708.95		
211 626000				UTILITIES				
000966 ENTERGY	145007203242	0	2023 10	INV A		31.43 D-080123		167750488-2719 BROO
000966 ENTERGY	145007203243	0	2023 10	INV A		31.88 D-080123		167750496-7505 CHER
000966 ENTERGY	250005676967	0	2023 10	INV A		45.90 D-080123		133300244-8691 NORT
000966 ENTERGY	270005718698	0	2023 10	INV A		2,555.78 D-080123		151475605-7320 HIGH
000966 ENTERGY	325005332127	0	2023 10	INV A		28.71 D-080123		176619377-777 STATE
000966 ENTERGY	90007661966	0	2023 10	INV A		4,178.41 D-080123		37423837-8691 NORTH
						<b>6,872.11</b>		

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
001145 ATMOS ENERGY	6889-070723	0	2023 10	INV A	37.24	D-080123	3017116889-8691 NOR	
002351 COMCAST	7-8-2023	0	2023 10	INV A	485.90	D-080123	8396010010001174	
				ACCOUNT TOTAL	7,395.25			
			ORG 211	TOTAL	30,739.84			
215				EMERGENCY SERVICES				
215 625700				TELEPHONE/POSTAGE				
001167 AT&T MOBILITY	8226-070323	0	2023 10	INV A	112.64	D-080123	287311608226-EMGER	
				ACCOUNT TOTAL	112.64			
			ORG 215	TOTAL	112.64			
290				FIRE DEPARTMENT				
290 614000				FUEL & OIL				
006919 FUELMAN	NP64745016	0	2023 10	INV A	42.34	D-080123	ACCT BG127181- FUEL	
				ACCOUNT TOTAL	42.34			
290 626000				UTILITIES				
000966 ENTERGY	120006158498	0	2023 10	INV A	2,650.10	D-080123	74901667-7980 SWINN	
000966 ENTERGY	125007249433	0	2023 10	INV A	2,029.88	D-080123	15021074-6450 GETWE	
000966 ENTERGY	295006003300	0	2023 10	INV A	354.09	D-080123	50134691- 8945 TULA	
000966 ENTERGY	295006003344	0	2023 10	INV A	2,234.54	D-080123	51589596-1940 STATE	
					7,268.61			
001145 ATMOS ENERGY	2695-071423	0	2023 10	INV A	177.04	D-080123	3019672695-7980 SWI	
				ACCOUNT TOTAL	7,445.65			
			ORG 290	TOTAL	7,487.99			
311				PUBLIC WORKS DEPARTMENT				
311 611300				MAINTENANCE VEHICLES				
002352 DEPARTMENT OF REVENUE	7-21-23	0	2023 10	INV A	12.00	D-080123	2023 FORD F150 (PW)	
				ACCOUNT TOTAL	12.00			
311 625700				TELEPHONE & POSTAGE				
001167 AT&T MOBILITY	9041-070323	0	2023 10	INV A	380.34	D-080123	287251729041-PW CEL	
				ACCOUNT TOTAL	380.34			
			ORG 311	TOTAL	392.34			

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10												
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION				
315				CITY TRAFFIC AND STREETS LIGHT UTILITIES								
315	626000											
000966	ENERGY	2025653219	0	2023	10	INV	A	84,022.88	D-080123		16836199-STREET LIG	
000966	ENERGY	225006658249	0	2023	10	INV	A	2,326.28	D-080123		16833121-5813 PEPPE	
000966	ENERGY	350003914160	0	2023	10	INV	A	58.71	D-080123		150262913-CHERRY BL	
000966	ENERGY	355005105357	0	2023	10	INV	A	47.25	D-080123		164909244-GETWELL &	
000966	ENERGY	440003153014	0	2023	10	INV	A	471.85	D-080123		55245484-8935 COMME	
000966	ENERGY	45007793075	0	2023	10	INV	A	46.32	D-080123		158165845-2719 BROO	
								<b>86,973.29</b>				
001105	NORTHCENTRAL ELECTRI	7008-070623	0	2023	10	INV	A	5,567.39	D-080123		59247008-ST LIGHTS	
ACCOUNT TOTAL								92,540.68				
ORG 315 TOTAL								92,540.68				
411				PARKS DEPARTMENT								
411	612201			PARK MAINTENANCE								
019230	WASTE PRO-MEMPHIS	1043622	0	2023	10	INV	P	4,588.22	D-080123	207959	116199/ TRASH @ SUN	
ACCOUNT TOTAL								4,588.22				
411	622100			PROFESSIONAL SERVICES								
002351	COMCAST	2755-0723	0	2023	10	INV	A	261.30	D-080123		8396400220532755-DA	
023436	PEEBLES SPORTS COURT	8886-1	0	2023	10	INV	P	7,000.00	D-080123	207924	RE-ISSUE/ PAINTING	
ACCOUNT TOTAL								7,261.30				
411	625700			TELEPHONE & POSTAGE								
001167	AT&T MOBILITY	1081-070323	0	2023	10	INV	A	604.43	D-080123		287265161081-PARKS	
018521	SOUTHERN TELECOMMUNI	6-27-2023	0	2023	10	INV	A	152.10	D-080123		2480 -6623934898	
ACCOUNT TOTAL								756.53				
411	626000			UTILITIES								
000966	ENERGY	135007205079	0	2023	10	INV	P	63.39	D-080123	207939	16836884-CHAPARRAL	
000966	ENERGY	135007205080	0	2023	10	INV	P	321.57	D-080123	207939	16838617-SNOWDEN PA	
000966	ENERGY	135007208945	0	2023	10	INV	A	27.66	D-080123		127643922-7890 GREE	
000966	ENERGY	15008126134	0	2023	10	INV	A	335.96	D-080123		20291415-3480 SUNSE	
000966	ENERGY	155007129111	0	2023	10	INV	P	634.86	D-080123	207939	38124624-CHERRY VAL	
000966	ENERGY	160006072154	0	2023	10	INV	P	1,719.23	D-080123	207939	186848966-6277E SNO	
000966	ENERGY	2025659989	0	2023	10	INV	A	12,225.93	D-080123		41111535-7360 US HW	
000966	ENERGY	205006802522	0	2023	10	INV	A	87.95	D-080123		47805247-6208 SNOWD	
000966	ENERGY	215006737765	0	2023	10	INV	A	38.82	D-080123		16838419-7505 CHERR	
000966	ENERGY	215006737767	0	2023	10	INV	A	714.97	D-080123		16839250-7505 CHERR	
000966	ENERGY	240005655414	0	2023	10	INV	A	32.54	D-080123		46687588-365 RASCO	
000966	ENERGY	240005655488	0	2023	10	INV	A	27.79	D-080123		45692910-8925 SWINN	
000966	ENERGY	25007992845	0	2023	10	INV	A	612.05	D-080123		182817924-6277D SNO	

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD:	2022/1	TO	2023/10						
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
000966	ENERGY	25007992846	0	2023	10	INV	A	797.79 D-080123	182817932-6277C SNO
000966	ENERGY	25007994860	0	2023	10	INV	A	2,044.51 D-080123	123335762-800 STOWE
000966	ENERGY	255006333620	0	2023	10	INV	A	2,692.52 D-080123	18054049-SNOWDEN BA
000966	ENERGY	255006335148	0	2023	10	INV	A	1,840.44 D-080123	125567875-800 STOWE
000966	ENERGY	255006335149	0	2023	10	INV	A	523.60 D-080123	125567883-800 STOWE
000966	ENERGY	265006270827	0	2023	10	INV	P	8,169.41 D-080123	207939 44368587-3335 PINE
000966	ENERGY	280005713166	0	2023	10	INV	A	247.97 D-080123	16833329-3278 MAY B
000966	ENERGY	280005713167	0	2023	10	INV	A	27.66 D-080123	020-GETWELL & MAY R
000966	ENERGY	280005713169	0	2023	10	INV	A	451.48 D-080123	16837304-6205 SNOWD
000966	ENERGY	280005713172	0	2023	10	INV	A	476.67 D-080123	16852006-7505 STONE
000966	ENERGY	280005713256	0	2023	10	INV	A	158.80 D-080123	74855255-6277B SNOW
000966	ENERGY	280005713257	0	2023	10	INV	A	28.11 D-080123	74869355-6277A SNOW
000966	ENERGY	35007861311	0	2023	10	INV	P	83.96 D-080123	207939 119242972-7635 TCHU
000966	ENERGY	375004948861	0	2023	10	INV	A	124.12 D-080123	19046408-3025 CARNI
000966	ENERGY	375004949605	0	2023	10	INV	A	178.77 D-080123	15928989-8400 GREEN
000966	ENERGY	380003875487	0	2023	10	INV	P	27.66 D-080123	207939 31109259-7705 TCHUL
000966	ENERGY	380003875488	0	2023	10	INV	A	27.66 D-080123	31109317-7655 TCHUL
000966	ENERGY	380003875489	0	2023	10	INV	P	27.66 D-080123	207939 31109366-7625 TCHUL
000966	ENERGY	380003875490	0	2023	10	INV	P	27.79 D-080123	207939 31109424-7635 TCHUL
000966	ENERGY	380003875491	0	2023	10	INV	P	27.66 D-080123	207939 31109473-7525 TCHUL
000966	ENERGY	380003875492	0	2023	10	INV	A	27.66 D-080123	31109549-7535 TCHUL
000966	ENERGY	380003875493	0	2023	10	INV	P	27.66 D-080123	207939 31109614-7645 TCHUL
000966	ENERGY	380003875494	0	2023	10	INV	A	27.66 D-080123	31109648-7665 TCHUL
000966	ENERGY	380003875495	0	2023	10	INV	A	13.85 D-080123	31109663-7735 TCHUL
000966	ENERGY	380003875522	0	2023	10	INV	A	823.01 D-080123	20892766-6070 SNOWD
000966	ENERGY	380003875604	0	2023	10	INV	A	18.42 D-080123	22512453-6205 GETWE
000966	ENERGY	395004821207	0	2023	10	INV	A	537.25 D-080123	38822441-8925 SWINN
000966	ENERGY	420003135215	0	2023	10	INV	A	27.66 D-080123	69723351-8925 SWINN
000966	ENERGY	425004465526	0	2023	10	INV	A	1,336.31 D-080123	171475650-6650 SNOW
000966	ENERGY	50008432907	0	2023	10	INV	A	27.66 D-080123	72820194-6305 SNOWD
000966	ENERGY	50008444572	0	2023	10	INV	A	38.66 D-080123	16836454-4700 STATE
000966	ENERGY	50008444573	0	2023	10	INV	A	558.22 D-080123	16838229-4700 STATE
000966	ENERGY	60007871693	0	2023	10	INV	A	502.33 D-080123	66074311-6208A SNOW
000966	ENERGY	60007871694	0	2023	10	INV	A	438.60 D-080123	66762873-6275 SNOWD
000966	ENERGY	65007656392	0	2023	10	INV	A	7,623.51 D-080123	15744642-3376 NAIL
000966	ENERGY	65007656393	0	2023	10	INV	P	11.88 D-080123	207939 15744865-3566 NAIL
000966	ENERGY	80007670135	0	2023	10	INV	A	55.87 D-080123	56395635-7360 US HI
						<b>46,923.17</b>			
001105	NORTHCENTRAL ELECTRI	7010-0723	0	2023	10	INV	A	20.26 D-080123	59247010-3750 FREEM
001145	ATMOS ENERGY	1167-071423	0	2023	10	INV	A	22.93 D-080123	4034951167-740 STOW
001145	ATMOS ENERGY	2435-071723	0	2023	10	INV	A	37.24 D-080123	3019672435-8400 GRE
001145	ATMOS ENERGY	3727-071423	0	2023	10	INV	A	22.93 D-080123	4010573727-800 STOW
001145	ATMOS ENERGY	4936-071723	0	2023	10	INV	A	39.85 D-080123	3057134936-6205 SNO
001145	ATMOS ENERGY	7945-071123	0	2023	10	INV	P	496.27 D-080123	207930 3015017945-8710 NOR
						<b>619.22</b>			
001234	BRIGHTSPEED	200022-0723	0	2023	10	INV	A	935.50 D-080123	400200022-PHONES
001234	BRIGHTSPEED	3210-070223	0	2023	10	INV	P	173.83 D-080123	207933 465283210-PHONES -P

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									1,109.33
002351 COMCAST	7-8-2023	0	2023 10	INV	A	645.97 D-080123		8396010010001174	
016529 DIRECTV	18993796X230709	0	2023 10	INV	P	297.24 D-080123	207938	018993796- TV SERVI	
						ACCOUNT TOTAL			49,615.19
411 627901						UMPIRES			
032095 GOODWIN JOHN	5-25-23-1	0	2023 10	INV	P	67.50 D-080123	207922	RE-ISSUE/REC BASEBA	
						ACCOUNT TOTAL			67.50
			ORG 411		TOTAL				62,288.74
412						PARK TOURNAMENTS			
412 627901						TOURNAMENT UMPIRE FEES			
021399 JORDAN JORDAN	7-18-23	0	2023 10	INV	P	1,687.00 D-080123	207946	SCOREKEEPERS PGI WE	
027984 CRITTENDEN TAYLOR	7-18-23	0	2023 10	INV	P	75.00 D-080123	207937	SCOREKEEPERS PGI WE	
032102 BURDETTE AMANDA	7-18-23	0	2023 10	INV	P	725.00 D-080123	207934	SCOREKEEPERS PGI WE	
032275 TURNER NOLAN	7-18-23	0	2023 10	INV	P	100.00 D-080123	207958	SCOREKEEPERS PGI WE	
033407 HUGHES KAYLEN	7-18-23	0	2023 10	INV	P	100.00 D-080123	207945	SCOREKEEPERS PGI WE	
033681 PATTY ANTORIS	7-18-23	0	2023 10	INV	P	600.00 D-080123	207953	SCOREKEEPERS PGI WE	
034391 RAINEY GEORGE ANDREW	7-18-23	0	2023 10	INV	P	775.00 D-080123	207955	SCOREKEEPERS PGI WE	
034702 WILBANKS SAVANAH	7-18-23	0	2023 10	INV	P	550.00 D-080123	207962	SCOREKEEPERS PGI WE	
035408 RUSSELL JEREMY	7-18-23	0	2023 10	INV	P	100.00 D-080123	207956	SCOREKEEPERS PGI WE	
035459 PIGE JAYLON	7-18-23	0	2023 10	INV	P	600.00 D-080123	207954	SCOREKEEPERS PGI WE	
035656 BALLARD MAKAYLA	7-18-23	0	2023 10	INV	P	75.00 D-080123	207931	SCOREKEEPERS PGI WE	
035838 HAMBY TYLER	7-18-23	0	2023 10	INV	P	425.00 D-080123	207940	SCOREKEEPERS PGI WE	
035970 HOSKINS DANTE	7-18-23	0	2023 10	INV	P	75.00 D-080123	207943	SCOREKEEPERS PGI WE	
035984 ARMSTRONG LONDEN	7-18-23	0	2023 10	INV	P	200.00 D-080123	207927	SCOREKEEPERS PGI WE	
036341 LIPE COHEN	7-18-23	0	2023 10	INV	P	125.00 D-080123	207949	SCOREKEEPERS PGI WE	
036343 MORRIS JARRETT	7-18-23	0	2023 10	INV	P	75.00 D-080123	207951	SCOREKEEPERS PGI WE	
037105 LEWIS DRAKE T	7-18-23	0	2023 10	INV	P	150.00 D-080123	207948	SCOREKEEPERS PGI WE	



FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
037106 CHE' AVA	7-18-23	0	2023 10	INV	P	500.00 D-080123	207935	SCOREKEEPERS PGI WE		
037308 MOSS RILEY	7-18-23	0	2023 10	INV	P	325.00 D-080123	207952	SCOREKEEPERS PGI WE		
037318 HOSKINS DARIUS	7-18-23	0	2023 10	INV	P	75.00 D-080123	207944	SCOREKEEPERS PGI WE		
037331 HOLLIDAY JACKSON	7-18-23	0	2023 10	INV	P	475.00 D-080123	207942	SCOREKEEPERS PGI WE		
037332 KELLY CALEB	7-18-23	0	2023 10	INV	P	100.00 D-080123	207947	SCOREKEEPERS PGI WE		
037400 WATSON JAYLON	7-18-23	0	2023 10	INV	P	275.00 D-080123	207960	SCOREKEEPERS PGI WE		
037402 BASS O'RYAN	7-18-23	0	2023 10	INV	P	125.00 D-080123	207932	SCOREKEEPERS PGI WE		
037512 WEGFEHRT MAYSEY	7-18-23	0	2023 10	INV	P	75.00 D-080123	207961	SCOREKEEPERS PGI WE		
037620 STOKES LEONA-KLAIRE	7-18-23	0	2023 10	INV	P	125.00 D-080123	207957	SCOREKEEPERS PGI WE		
037621 ABLES AVA	7-18-23	0	2023 10	INV	P	125.00 D-080123	207925	SCOREKEEPERS PGI WE		
037853 MCKNIGHT BRAYDEN	7-18-23	0	2023 10	INV	P	225.00 D-080123	207950	SCOREKEEPERS PGI WE		
037915 HANNIGAN AUSTIN	7-18-23	0	2023 10	INV	P	75.00 D-080123	207941	SCOREKEEPERS PGI WE		
ACCOUNT TOTAL						8,937.00				
ORG 412 TOTAL						8,937.00				
511	MUNICIPAL CODE ENFORCEMENT									
511	614900	FEED FOR ANIMALS								
012713	HILL'S PET NUTRITION	242959279	0	2023 10	INV P	14.71 D-080123	207923	FEED ANIMALS		
012713	HILL'S PET NUTRITION	243339795	0	2023 10	INV P	124.74 D-080123	207923	FEED ANIMALS		
						139.45				
ACCOUNT TOTAL						139.45				
511	625700	TELEPHONE & POSTAGE								
001167	AT&T MOBILITY	7723-070323	0	2023 10	INV A	281.60 D-080123		287269097723-ANIMAL		
ACCOUNT TOTAL						281.60				
ORG 511 TOTAL						421.05				
902	GENERAL EXPENSES									
902	620902	FACILITIES MANAGEMENT								
000966	ENTERGY	110007553727	0	2023 10	INV A	8,178.25 D-080123		16831992-8700 NORTH		
000966	ENTERGY	2025659991	0	2023 10	INV A	6,596.50 D-080123		68111178-8554 NORTH		
000966	ENTERGY	260005696153	0	2023 10	INV A	40.30 D-080123		190769851-9105 GETW		
000966	ENTERGY	315005416309	0	2023 10	INV A	19.54 D-080123		17624743-6200 GETWE		
000966	ENTERGY	330004016586	0	2023 10	INV P	19.59 D-080123	207939	17623570-6052 ELMOR		
000966	ENTERGY	430003154703	0	2023 10	INV A	39.87 D-080123		60209269-7111 TCHUL		

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
000966 ENTERGY	50008444571	0	2023 10	INV A	43.50	D-080123	16832636-4085 STATE	
000966 ENTERGY	520001647334	0	2023 10	INV A	39.43	D-080123	110165339-5730 STAT	
000966 ENTERGY	75007622659	0	2023 10	INV A	1,091.28	D-080123	130057649-7312 HIGH	
000966 ENTERGY	85007516793	0	2023 10	INV A	2,030.34	D-080123	16004111-8889 NORTH	
000966 ENTERGY	85007516811	0	2023 10	INV A	68.81	D-080123	15991573-8710 NORTH	
000966 ENTERGY	85007516892	0	2023 10	INV A	119.73	D-080123	80540586-8889 NORTH	
					<b>18,287.14</b>			
018521 SOUTHERN TELECOMMUNI	6-27-2023	0	2023 10	INV A	304.84	D-080123	2480 -6623934898	
				ACCOUNT TOTAL	18,591.98			
902 622100				PROFESSIONAL SERVICES				
022644 CORPORATE PLANNING	2105	0	2023 10	INV P	883.00	D-080123	207936 FSA MONTHLY FEES &	
				ACCOUNT TOTAL	883.00			
			ORG 902	TOTAL	19,474.98			
<b>FUND 0010 GENERAL FUND</b>					<b>TOTAL:</b>		<b>229,896.36</b>	

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
711			BOND PROJECT EXPENSES				
711	640965		GETWELL ROAD SOUTH 18				
037356	ACUFF ENTERPRISES IN PAYAPP-3	0	2023 10 INV P	925,393.53	D-080123	207921 GETWELL RD WIDENING	
			ACCOUNT TOTAL	925,393.53			
			ORG 711 TOTAL	925,393.53			
FUND 0100 BOND FUNDED CAP PROJ				TOTAL:	925,393.53		

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
825				UTILITY MAINTENANCE EXPENSES						
825	611000			MATERIALS						
030629	AMAZON CAPITAL	16GQV63WMD6W	0	2023	10	INV	A	154.96	D-080123	BOOT SCRUBBERS & DR
				ACCOUNT TOTAL				154.96		
825	625700			TELEPHONE & POSTAGE						
001167	AT&T MOBILITY	60413-070323	0	2023	10	INV	P	1,847.29	D-080123	207929 287251660413-UTILIT
001167	AT&T MOBILITY	7424-062723	0	2023	10	INV	A	86.23	D-080123	287288007424-UTILIT
								<b>1,933.52</b>		
				ACCOUNT TOTAL				1,933.52		
825	626000			UTILITIES						
000966	ENERGY	110007547447	0	2023	10	INV	A	4,705.32	D-080123	17627084-170 COLLEG
000966	ENERGY	110007549665	0	2023	10	INV	A	227.05	D-080123	102092335-8182 GETW
000966	ENERGY	110007553731	0	2023	10	INV	A	87.50	D-080123	16835787-HUDGINS RD
000966	ENERGY	110007553732	0	2023	10	INV	A	9,215.88	D-080123	16850588-7525 GREEN
000966	ENERGY	125007249536	0	2023	10	INV	A	27.66	D-080123	39758438-5850 GETWE
000966	ENERGY	135007205078	0	2023	10	INV	A	282.68	D-080123	16836702-6854 TCHUL
000966	ENERGY	145007197727	0	2023	10	INV	A	38.11	D-080123	163913981-SWINNEA R
000966	ENERGY	155007129212	0	2023	10	INV	A	30.23	D-080123	126811512-AIRWAYS B
000966	ENERGY	160006065939	0	2023	10	INV	A	54.16	D-080123	60572526-GRDVE MEAD
000966	ENERGY	175007098945	0	2023	10	INV	A	29.70	D-080123	16851461-HUNTERS GL
000966	ENERGY	195007202882	0	2023	10	INV	A	37.60	D-080123	18141937-8440 GREEN
000966	ENERGY	20009069184	0	2023	10	INV	A	210.34	D-080123	122867856-4164 HWY
000966	ENERGY	20009069185	0	2023	10	INV	A	241.84	D-080123	122868045-53 WOODLA
000966	ENERGY	2025655951	0	2023	10	INV	A	5,165.71	D-080123	76259076-3088 NAIL
000966	ENERGY	2025666447	0	2023	10	INV	A	32,635.85	D-080123	16293136-8779 WHITE
000966	ENERGY	245006441440	0	2023	10	INV	A	63.53	D-080123	10759953-2543 JIM
000966	ENERGY	245006444549	0	2023	10	INV	A	167.47	D-080123	173771627-5937 KUYK
000966	ENERGY	275006198479	0	2023	10	INV	A	26.54	D-080123	79240206-4154 DAVIS
000966	ENERGY	280005713171	0	2023	10	INV	A	29.17	D-080123	16851735-5795 PEPPE
000966	ENERGY	280005713173	0	2023	10	INV	A	32.63	D-080123	16852907-1334 GOODM
000966	ENERGY	280005713174	0	2023	10	INV	A	7,847.64	D-080123	16853459-5850 GETWE
000966	ENERGY	290005698187	0	2023	10	INV	A	129.23	D-080123	76194174-303 LONG S
000966	ENERGY	290005701500	0	2023	10	INV	A	12.29	D-080123	19045665-6845 MCCA
000966	ENERGY	320004046947	0	2023	10	INV	A	104.79	D-080123	43981182-1903 STARL
000966	ENERGY	320004056440	0	2023	10	INV	A	11,038.12	D-080123	16293136-8779 WHITW
000966	ENERGY	330004016566	0	2023	10	INV	A	1,559.13	D-080123	17625948-4446 AIRWA
000966	ENERGY	345005177111	0	2023	10	INV	A	78.50	D-080123	57153132-2768 BLACK
000966	ENERGY	410003025026	0	2023	10	INV	A	137.87	D-080123	18757831-3401 WOODL
000966	ENERGY	430003153025	0	2023	10	INV	A	136.99	D-080123	190081844-2017 STAR
000966	ENERGY	435004416630	0	2023	10	INV	A	12.54	D-080123	19047166-1281 BRODK
000966	ENERGY	5008435204	0	2023	10	INV	A	14.03	D-080123	16851180-7696 AIRWA
000966	ENERGY	70007754246	0	2023	10	INV	A	129.62	D-080123	167538396-8827 GETW
000966	ENERGY	75007624471	0	2023	10	INV	A	108.84	D-080123	16835233-TOWN & COU
000966	ENERGY	75007624472	0	2023	10	INV	A	32.63	D-080123	16839508-8989 STANT
000966	ENERGY	85007518829	0	2023	10	INV	A	31.11	D-080123	16292922-8779 WHITW
000966	ENERGY	95007406180	0	2023	10	INV	A	30.83	D-080123	71532782-1433 STATE

FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						74,713.13		
001145 ATMOS ENERGY	5862-071323	0	2023 10	INV	A	22.93	D-080123	4024565862-8182 GET
001167 AT&T MOBILITY	10592-070523	0	2023 10	INV	A	58.85	D-080123	66244926050010592-
001167 AT&T MOBILITY	8869-0723	0	2023 10	INV	A	772.97	D-080123	820538869x07112023
						831.82		
002351 COMCAST	7-8-2023	0	2023 10	INV	A	708.10	D-080123	8396010010001174
						ACCOUNT TOTAL		76,275.98
			ORG 825		TOTAL			78,364.46
FUND 0400 UTILITY FUND						TOTAL:		78,364.46

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET D-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
0600			PAYROLL FUND					
0600	214700		GARNISHMENTS					
021029	CHAPLAINS BENEVOLENC	JULY2023FD	0	2023 10	INV A	215.00	D-080123	FIRE DEPT BENEVOLEN
021029	CHAPLAINS BENEVOLENC	JULY2023PD	0	2023 10	INV A	40.00	D-080123	PD BENEVOLENCE FUND
						<b>255.00</b>		
			ACCOUNT TOTAL			255.00		
0600	215700		MS CREDIT UNION					
001407	MS PUBLIC EE CR UN	JULY-2023	0	2023 10	INV A	2,728.87	D-080123	EMP CONTRIBUTIONS
			ACCOUNT TOTAL			2,728.87		
			ORG 0600	TOTAL		2,983.87		
FUND 0600 PAYROLL FUND				TOTAL:		2,983.87		

\*\* END OF REPORT - Generated by Alicia Ferguson \*\*

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET W-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION		
0600			PAYROLL FUND					
0600	214100		MS STATE RETIREMENT					
002313	MS STATE RETIREMENT	7-2023	2023 10 DIR P	603,656.71	W-080123	61414 PERS JULY 2023		
			ACCOUNT TOTAL	603,656.71				
0600	214300		EMPLOYEE MEDICAL INSURANCE					
031228	UNITEDHEALTHCARE INC	649143738754	2023 10 DIR P	297,159.70	W-080123	59079 UHC JUNE 2023 PAYME		
			ACCOUNT TOTAL	297,159.70				
0600	214900		DEFERRED COMPENSATION					
002311	EMPOWER RETIREMENT	1109263160	2023 10 DIR P	8,981.72	W-080123	61413 EMP CONTRIBUTION FO		
			ACCOUNT TOTAL	8,981.72				
0600	215101		CAF-PRETAX MEDICAL					
022644	CORPORATE PLANNING	7-21-23	2023 10 DIR P	6,534.85	W-080123	60492 FSA/DFSA FOR 7/21/2		
			ACCOUNT TOTAL	6,534.85				
0600	215102		DENTAL INSURANCE PREMS					
031228	UNITEDHEALTHCARE INC	649143738754	2023 10 DIR P	18,537.08	W-080123	59079 UHC JUNE 2023 PAYME		
			ACCOUNT TOTAL	18,537.08				
0600	215105		VISION					
031228	UNITEDHEALTHCARE INC	649143738754	2023 10 DIR P	3,584.91	W-080123	59079 UHC JUNE 2023 PAYME		
			ACCOUNT TOTAL	3,584.91				
0600	216100		SHORT TERM DISABILITY					
035154	COLONIAL LIFE	57505750607624	2023 10 DIR P	4,627.24	W-080123	59080 STD PREMIUMS FOR JU		
			ACCOUNT TOTAL	4,627.24				
			ORG 0600 TOTAL	943,082.21				
FUND 0600 PAYROLL FUND				TOTAL:	943,082.21			

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FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
0400								UTILITY FUND			
0400	130700							ACCOUNTS RECEIVABLE			
002879	LIFESTYLE HOME LLC	42824	0	2023	10	INV	A	107.45	U-080123		
006350	DAVIS H A	42746	0	2023	10	INV	A	14.60	U-080123		
007738	CARR KAREN	42788	0	2023	10	INV	A	72.05	U-080123		
012774	ADAMS HOMES	42823	0	2023	10	INV	A	43.10	U-080123		
019210	KING STEPHANIE	42752	0	2023	10	INV	A	125.00	U-080123		
021080	REGENCY HOME BUILDER	42840	0	2023	10	INV	A	84.05	U-080123		
022571	HILL WAYNE & DIANE-R	42882	0	2023	10	INV	A	1.85	U-080123		
022995	BURNETT JERRY - RENT	42877	0	2023	10	INV	A	95.45	U-080123		
023544	GLOBAL LEADER HOMES	42826	0	2023	10	INV	A	107.45	U-080123		
023544	GLOBAL LEADER HOMES	42827	0	2023	10	INV	A	107.45	U-080123		
								<b>214.90</b>			
025592	MEMPHIS CASH FLOW	42842	0	2023	10	INV	A	95.45	U-080123		
025744	STRINGFELLOW TAMMY	42798	0	2023	10	INV	A	48.65	U-080123		
026680	SKY LAKE CONSTRUCTIO	42831	0	2023	10	INV	A	72.35	U-080123		
026680	SKY LAKE CONSTRUCTIO	42850	0	2023	10	INV	A	107.45	U-080123		
026680	SKY LAKE CONSTRUCTIO	42851	0	2023	10	INV	A	89.90	U-080123		
026680	SKY LAKE CONSTRUCTIO	42852	0	2023	10	INV	A	31.40	U-080123		
026680	SKY LAKE CONSTRUCTIO	42854	0	2023	10	INV	A	72.35	U-080123		
026680	SKY LAKE CONSTRUCTIO	42857	0	2023	10	INV	A	48.95	U-080123		
026680	SKY LAKE CONSTRUCTIO	42858	0	2023	10	INV	A	72.35	U-080123		
026680	SKY LAKE CONSTRUCTIO	42860	0	2023	10	INV	A	78.20	U-080123		
026680	SKY LAKE CONSTRUCTIO	42861	0	2023	10	INV	A	107.45	U-080123		
026680	SKY LAKE CONSTRUCTIO	42862	0	2023	10	INV	A	66.50	U-080123		
026680	SKY LAKE CONSTRUCTIO	42863	0	2023	10	INV	A	107.45	U-080123		
026680	SKY LAKE CONSTRUCTIO	42865	0	2023	10	INV	A	78.20	U-080123		
026680	SKY LAKE CONSTRUCTIO	42866	0	2023	10	INV	A	31.40	U-080123		
026680	SKY LAKE CONSTRUCTIO	42867	0	2023	10	INV	A	66.50	U-080123		
026680	SKY LAKE CONSTRUCTIO	42868	0	2023	10	INV	A	60.65	U-080123		
026680	SKY LAKE CONSTRUCTIO	42869	0	2023	10	INV	A	43.10	U-080123		
026680	SKY LAKE CONSTRUCTIO	42870	0	2023	10	INV	A	78.20	U-080123		
026680	SKY LAKE CONSTRUCTIO	42873	0	2023	10	INV	A	101.60	U-080123		
								<b>1,314.00</b>			
026683	PINNACLE DEVELOPMENT	42807	0	2023	10	INV	A	107.45	U-080123		
026693	YOUR HOME LLC	42855	0	2023	10	INV	A	95.45	U-080123		



FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
029488 901 PROPERTIES	42846	0	2023 10	INV	A	95.45	U-080123		
029488 901 PROPERTIES	42856	0	2023 10	INV	A	95.45	U-080123		
						<b>190.90</b>			
030313 MERCER REBECCA	42791	0	2023 10	INV	A	65.90	U-080123		
030680 PARK PLACE PROPERTY	42884	0	2023 10	INV	A	65.90	U-080123		
030680 PARK PLACE PROPERTY	42886	0	2023 10	INV	A	65.90	U-080123		
						<b>131.80</b>			
031117 EUBANKS BRENDA & LOU	42754	0	2023 10	INV	A	20.45	U-080123		
031630 MASSEY HOMEBUILDERS	42853	0	2023 10	INV	A	66.50	U-080123		
033703 DIXON DUSTY	42805	0	2023 10	INV	A	95.45	U-080123		
034032 NORTHWEST MS PROPERT	42874	0	2023 10	INV	A	95.45	U-080123		
034210 MYND MANAGEMENT INC	42875	0	2023 10	INV	A	95.45	U-080123		
034210 MYND MANAGEMENT INC	42876	0	2023 10	INV	A	95.45	U-080123		
034210 MYND MANAGEMENT INC	42892	0	2023 10	INV	A	95.45	U-080123		
						<b>286.35</b>			
034836 REEDY AND COMPANY RE	42833	0	2023 10	INV	A	83.75	U-080123		
035450 ALCAZAR RESORTS	42811	0	2023 10	INV	A	107.45	U-080123		
036425 MERIDIAN DEVELOPMENT	42888	0	2023 10	INV	A	95.45	U-080123		
036560 RS RENTAL III-A, LLC	42836	0	2023 10	INV	A	95.45	U-080123		
036564 BENT BROOK RIDGE, LL	42883	0	2023 10	INV	A	95.45	U-080123		
036564 BENT BROOK RIDGE, LL	42887	0	2023 10	INV	A	72.05	U-080123		
						<b>167.50</b>			
036736 MEI XIN	42893	0	2023 10	INV	A	95.45	U-080123		
036740 JDM PROPERTIES	42890	0	2023 10	INV	A	95.45	U-080123		
036811 MAIN STREET RENEWAL	42864	0	2023 10	INV	A	65.90	U-080123		
036851 AO PROPCO 1	42829	0	2023 10	INV	A	160.19	U-080123		
036851 AO PROPCO 1	42830	0	2023 10	INV	A	183.16	U-080123		
036851 AO PROPCO 1	42839	0	2023 10	INV	A	95.45	U-080123		
						<b>438.80</b>			
036893 HELLING DAREN	42837	0	2023 10	INV	A	107.45	U-080123		

FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
037277 BELGRAVIA SQUARE LLC	42787	0	2023 10	INV	A	95.45		U-080123
037277 BELGRAVIA SQUARE LLC	42880	0	2023 10	INV	A	65.90		U-080123
						<b>161.35</b>		
037281 EVERNEST LLC.	42847	0	2023 10	INV	A	46.14		U-080123
037602 BAILEY WILLIAM R	42891	0	2023 10	INV	A	95.45		U-080123
037988 TUBBS BRAD & MENDY M	42740	0	2023 10	INV	A	97.80		U-080123
037989 DAY AMELIA	42741	0	2023 10	INV	A	64.05		U-080123
037990 GILL STACIE	42742	0	2023 10	INV	A	77.90		U-080123
037991 NEWSOM LARRY & ASHLE	42743	0	2023 10	INV	A	20.45		U-080123
037992 AUSTIN CHRISTINA	42744	0	2023 10	INV	A	77.90		U-080123
037993 BLAYLOCK AIMEE	42745	0	2023 10	INV	A	20.45		U-080123
037994 BIVIANO ANGELA I. &	42747	0	2023 10	INV	A	95.45		U-080123
037995 MATTESON RICHARD & A	42748	0	2023 10	INV	A	107.66		U-080123
037996 FRAZIER SENETRA	42749	0	2023 10	INV	A	87.45		U-080123
037997 NGUYEN THUCUC P	42750	0	2023 10	INV	A	95.45		U-080123
037998 CARDELLE KENNETH J	42751	0	2023 10	INV	A	95.45		U-080123
037999 ADAMS ANGELA	42753	0	2023 10	INV	A	95.45		U-080123
038000 PARISH JASON & MELIS	42755	0	2023 10	INV	A	13.92		U-080123
038001 TAYLOR DEBORAH	42756	0	2023 10	INV	A	77.22		U-080123
038002 PRATT-HILL PAULA	42757	0	2023 10	INV	A	95.45		U-080123
038003 SPRINGER LAUREN	42758	0	2023 10	INV	A	66.50		U-080123
038004 MCKENDRICK ZACHARY &	42759	0	2023 10	INV	A	60.35		U-080123
038005 SPEARMAN MARCUS	42760	0	2023 10	INV	A	25.25		U-080123
038006 O'DELL BETTY & JAMES	42761	0	2023 10	INV	A	95.45		U-080123
038007 SHEARON ANNA	42762	0	2023 10	INV	A	63.31		U-080123
038008 FAMILY EAR NOSE & TH	42763	0	2023 10	INV	A	7.20		U-080123

FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
038009 CAMELLIA HOSPICE OF	42764	0	2023 10	INV	A	157.20 U-080123		
038011 COMPTON MICHELLE CHE	42766	0	2023 10	INV	A	95.45 U-080123		
038012 LESTER MACKENZIE	42767	0	2023 10	INV	A	65.90 U-080123		
038013 FUENTES HECTER ORLAN	42768	0	2023 10	INV	A	132.98 U-080123		
038014 THOMAS SURONICA	42769	0	2023 10	INV	A	89.90 U-080123		
038015 BEHRINGER BEVERLY	42770	0	2023 10	INV	A	37.25 U-080123		
038016 BENSON LATONYA L	42771	0	2023 10	INV	A	62.94 U-080123		
038017 AMOUR JOE	42772	0	2023 10	INV	A	42.50 U-080123		
038018 FOSTER DAN	42773	0	2023 10	INV	A	20.45 U-080123		
038019 MCGINNIS LAUREN	42774	0	2023 10	INV	A	60.35 U-080123		
038020 LOBSINGER KEN	42775	0	2023 10	INV	A	30.45 U-080123		
038021 WRIGHT JOHNNY	42776	0	2023 10	INV	A	77.90 U-080123		
038022 HILL SONYA	42777	0	2023 10	INV	A	95.45 U-080123		
038023 HIRSCHI MELISSA	42778	0	2023 10	INV	A	88.92 U-080123		
038024 BREIXEY ROBERT & DOR	42779	0	2023 10	INV	A	20.45 U-080123		
038025 MOHLER THEO	42780	0	2023 10	INV	A	63.37 U-080123		
038026 GALE JOHN & ROBIN	42781	0	2023 10	INV	A	83.75 U-080123		
038027 MICHAEL CIARAMITARO	42782	0	2023 10	INV	A	11.99 U-080123		
038028 MUNSEY BRITTANY	42783	0	2023 10	INV	A	20.45 U-080123		
038029 WRIGHT KIMBERLY	42784	0	2023 10	INV	A	25.25 U-080123		
038030 JARNAGIN JOEL	42785	0	2023 10	INV	A	95.45 U-080123		
038031 RODGERS KIMBERLY	42786	0	2023 10	INV	A	60.05 U-080123		
038032 HUGHEY COREY	42789	0	2023 10	INV	A	66.20 U-080123		
038033 HOLLAND JOY OR JONAT	42790	0	2023 10	INV	A	54.20 U-080123		
038034 GUM CRYSTAL	42792	0	2023 10	INV	A	87.45 U-080123		
038035 TAYLOR SHERLONDA	42793	0	2023 10	INV	A	107.45 U-080123		

FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
038036	GUICE KENNETH & RACH	42794	0	2023 10	INV	A	95.45	U-080123	
038037	GRACE CHELSI	42795	0	2023 10	INV	A	65.90	U-080123	
038038	WATSON DARNELL	42796	0	2023 10	INV	A	45.02	U-080123	
038039	TAPLIN LISA	42797	0	2023 10	INV	A	126.49	U-080123	
038040	RAMSDELL MICHAEL	42799	0	2023 10	INV	A	83.75	U-080123	
038041	LANGSTON MONIQUE	42800	0	2023 10	INV	A	37.25	U-080123	
038042	GRAY KETARA OR CHARL	42801	0	2023 10	INV	A	46.99	U-080123	
038043	MITCHELL QUAVETTA	42802	0	2023 10	INV	A	37.25	U-080123	
038044	WARREN ZACHERY	42803	0	2023 10	INV	A	60.05	U-080123	
038045	CAMPBELL ANGELISE	42804	0	2023 10	INV	A	89.90	U-080123	
038046	MOORE HAILY	42806	0	2023 10	INV	A	41.14	U-080123	
038047	MICHAEL HATCHETT & E	42808	0	2023 10	INV	A	72.05	U-080123	
038048	JENKINS DAVID AND LA	42809	0	2023 10	INV	A	95.45	U-080123	
038049	BROWN ABBEY	42810	0	2023 10	INV	A	14.00	U-080123	
038050	ROBINSON AUNDRIA	42812	0	2023 10	INV	A	36.35	U-080123	
038051	JOHNSON KIMYA	42813	0	2023 10	INV	A	69.90	U-080123	
038052	SMITH LASINA	42814	0	2023 10	INV	A	56.42	U-080123	
038053	FRANKLIN MAURICE	42815	0	2023 10	INV	A	80.16	U-080123	
038054	LANG JOCELYN	42816	0	2023 10	INV	A	54.80	U-080123	
038055	QUINLEY OALTON	42817	0	2023 10	INV	A	95.45	U-080123	
038056	CHASE BANK SOUTHAVEN	42818	0	2023 10	INV	A	30.41	U-080123	
038057	MIYAZIMA HAJIME M	42819	0	2023 10	INV	A	77.22	U-080123	
038058	GLOVER STEPHANIE	42820	0	2023 10	INV	A	30.50	U-080123	
038059	GRAY SHANNON AND WAL	42821	0	2023 10	INV	A	42.80	U-080123	
038060	MARTINEZ LIA & MARSH	42822	0	2023 10	INV	A	65.90	U-080123	
038061	RAYMOND THOMAS	42825	0	2023 10	INV	A	60.05	U-080123	

FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
038062 ABBAS ABDULKARIM	42828	0	2023 10	INV	A	65.90	U-080123	
038063 JONES CYNTHIA	42832	0	2023 10	INV	A	36.35	U-080123	
038064 FOSTER JONATHAN	42834	0	2023 10	INV	A	49.90	U-080123	
038065 KELLER INVESTMENTS L	42835	0	2023 10	INV	A	95.45	U-080123	
038066 SMITH ALLIE (TENANT)	42838	0	2023 10	INV	A	60.05	U-080123	
038067 GARNICA SAUL (TENANT)	42841	0	2023 10	INV	A	77.90	U-080123	
038068 SIDES DALTON	42843	0	2023 10	INV	A	36.65	U-080123	
038069 PAYNE TRULY	42844	0	2023 10	INV	A	36.35	U-080123	
038070 EVERNEST, LLC	42845	0	2023 10	INV	A	95.45	U-080123	
038070 EVERNEST, LLC	42894	0	2023 10	INV	A	95.45	U-080123	
						<b>190.90</b>		
038071 BARNES TOM	42848	0	2023 10	INV	A	1.25	U-080123	
038072 SPARKS SHERRY	42849	0	2023 10	INV	A	36.35	U-080123	
038073 ESTE JUSTIN	42859	0	2023 10	INV	A	65.90	U-080123	
038074 DARLA WINBURN	42871	0	2023 10	INV	A	95.45	U-080123	
038075 BUCHANON CLAUDE DEON	42872	0	2023 10	INV	A	89.90	U-080123	
038076 BURKS SE & PAMELA	42878	0	2023 10	INV	A	53.21	U-080123	
038077 GLOSSON RYAN	42879	0	2023 10	INV	A	98.41	U-080123	
038078 BRUNT MARK	42881	0	2023 10	INV	A	36.35	U-080123	
038079 LINVILLE INVESTMENTS	42885	0	2023 10	INV	A	95.45	U-080123	
038080 YAMASA CO., LTD.	42889	0	2023 10	INV	A	95.45	U-080123	
			ACCOUNT TOTAL			11,149.47		
			ORG 0400	TOTAL		11,149.47		
<b>FUND 0400 UTILITY FUND</b>						<b>TOTAL:</b>	<b>11,149.47</b>	

CITY OF SOUTHAVEN



FY2023 CLAIMS DOCKET U-080123

YEAR/PERIOD: 2022/1 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
0450			SANITATION FUND				
0450	130700		ACCOUNTS RECEIVABLE				
038010 REYES ROY DAVID - GA	42765	0	2023 10 INV A	36.00		U-080123	
			ACCOUNT TOTAL	36.00			
			ORG 0450 TOTAL	36.00			
FUND 0450 SANITATION FUND				TOTAL:	36.00		

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FY2023 CLAIMS DOCKET WIRE\_001

YEAR/PERIOD: 2023/10 TO 2023/10							
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION	
0600			PAYROLL FUND				
0600	216106		ID THEFT/PREPD LEGAL				
014191	PRE-PAID LEGAL SERVI	7052023	2023 10 DIR P	2,419.43	WIRE_001	60491	PRE PAID LEGAL SERV
			ACCOUNT TOTAL	2,419.43			
			ORG 0600 TOTAL	2,419.43			
FUND 0600 PAYROLL FUND				TOTAL:	2,419.43		

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18.

## Executive Session

Pending and Potential Claims Litigation against City Police and Infrastructure and Discussion in accordance with Miss. Code 25-1-47(4)(b); Economic Development (Potential Industry/Business locating to City); Interdepartmental Personnel with No Action