**MINUTES OF THE SPECIAL CALLED MEETING**
**OF THE MAYOR AND BOARD OF ALDERMEN**
The City of Starkville, Mississippi
October 31, 2012

Be it remembered that the Mayor and Board of Aldermen of the City of Starkville, Mississippi, met at a Special Called Meeting on October 31, 2012 at 3:00 P.M. in Courtroom #1 of the Courthouse located at 101 E. Main Street, Starkville, Mississippi. There being present were Mayor Parker Wiseman, Alderman Ben Carver, Mayor Pro Tempore Sandra Sistrunk, Alderman Eric Parker, Alderman Richard Corey, Alderman Jeremiah Dumas, Alderman Henry Vaughn. Absent was Alderman Roy A'. Perkins. Attending the Board was Deputy City Clerk/CAO D. Lynn Spruill and City Attorney, Chris Latimer.

**Mayor Parker Wiseman** called this Special Call Meeting to order.

**1.**

**A MOTION TO APPROVE THE CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP, OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA), AND THE COLUMBUS LOWNDES DEVELOPMENT LINK (LINK) AS PRESENTED. WITH THE REQUIREMENT FOR ANY LOCAL AND PRIVATE LEGISLATION ON THE CREATION OF A REGIONAL DEVELOPMENT AUTHORITY TO BE PRESENTED TO THE CITY OF STARKVILLE BOARD OF ALDERMEN FOR THEIR APPROVAL PRIOR TO SEEKING ANY FINAL LEGISLATION AND FOR THE FUNDS TO CONSIST OF $30,000 FROM THE STARKVILLE ELECTRIC DEPARTMENT AND $20,000 FROM GENERAL FUND CONTINGENCY.**

There came for consideration the matter of the motion to approve the contract for economic development services between the City of Starkville, Oktibbeha County, the Greater Starkville Development Partnership, Oktibbeha County Economic Development Authority (OCEDA), and the Columbus Lowndes Development Link (Link) as presented. With the requirement for any local and private legislation on the creation of a regional development authority to be presented to the City of Starkville Board of Aldermen for their approval prior to seeking any final legislation and for the funds to consist of $30,000 from the Starkville Electric Department and $20,000 from General Fund Contingency.

After discussion regarding the significance of the changes to include the addition of a year to the contract to increase the term to three (3) years and the importance of the governing bodies making responsible appointments to serve on the authority overseeing the entity, and upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, the Board voted as follows:

| | |
|---|---|
| Alderman Ben Carver | voted: Yea |
| Alderman Sandra Sistrunk | voted: Yea |

| | |
|---|---|
| Alderman Eric Parker | voted: Yea |
| Alderman Richard Corey | voted: Yea |
| Alderman Jeremiah Dumas | voted: Yea |
| Alderman Roy A'. Perkins | voted: Absent |
| Alderman Henry Vaughn, Sr. | voted: Yea |

Having received a unanimous affirmative vote of those members present and voting, the Mayor declared the motion carried.

# NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE OCTOBER 31, 2012

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR PARKER WISEMAN DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO MEET ON, WEDNESDAY, OCTOBER 31, 2012 AT 3:00 P.M., IN COURTROOM #1 AT THE MAIN COURTHOUSE LOCATED AT 101 EAST MAIN STREET, STARKVILLE, MISSISSIPPI 39759.

MAYOR PARKER WISEMAN

**The specific subject of the meeting is as follows:**

**A. CONSIDERATION OF THE APPROVAL OF AN ECONOMIC DEVELOPMENT SERVICES AGREEMENT BETWEEN THE CITY OF STARKVILLE, THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA), OKTIBBEHA COUNTY, THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP AND THE COLUMBUS LOWNDES DEVELOPMENT LINK.**

The above notice was executed by a Police Officer of the City of Starkville, Mississippi; via electronic transmission - email; and with said notice displayed on the front door of City Hall and posted on the City website.

Said notice was executed more than three hours prior to the Special Call Meeting.

**NOTICE UPON SERVICE:**

Police Officer

Alderman Ben Carver (Ward 1)

Alderman Sandra Sistrunk (Ward 2)

Not in state 10-25-12 contact by phone. be in tomorrow

X

Alderman Eric Parker(Ward 3)

Alderman Richard Corey(Ward 4)

Alderman Jeremiah Dumas (Ward 5)

Alderman Roy A. Perkins (Ward 6)

Alderman Henry Vaughn, Sr. (Ward 7)

# OFFICIAL AGENDA

## THE MAYOR AND BOARD OF ALDERMEN

### OF THE

## CITY OF STARKVILLE, MISSISSIPPI

SPECIAL CALL MEETING OF WEDNESDAY, OCTOBER 31, 2012
3:00 P.M. AT THE OKTIBBEHA COUNTY COURTHOUSE
101 EAST MAIN STREET, COURTROOM #1

**I. CALL THE MEETING TO ORDER**

**II. BOARD BUSINESS**

A. CONSIDERATION OF THE APPROVAL OF AN ECONOMIC DEVELOPMENT SERVICES AGREEMENT BETWEEN THE CITY OF STARKVILLE, THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA), OKTIBBEHA COUNTY, THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP AND THE COLUMBUS LOWNDES DEVELOPMENT LINK.

**III. ADJOURN UNTIL THE REGULAR MEETING OF NOVEMBER 6, 2012 @ 5:30 AT 101 EAST LAMPKIN STREET IN THE CITY HALL COURTROOM.**

***The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Joyner Williams, at (662) 323-2525, ext. 121 for any services requested.***

# ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement ("Agreement") is made and entered into as of the last date of execution (the "Effective Date") by and among the Columbus Lowndes Development LINK (the "LINK"), The Greater Starkville Development Partnership (the "Partnership"), Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the "County"), the Oktibbeha County Economic Development Authority ("OCEDA"), and the City of Starkville, Mississippi, acting by and through its Mayor and Board of Aldermen (the "City", and collectively with the County, OCEDA, and the Partnership, the "Customer Parties").

## RECITALS

A. WHEREAS, the Partnership is a non-profit, non-share economic development joint venture composed of OCEDA, Starkville Area Chamber of Commerce, Inc., and Starkville Visitors and Conventions Council created and organized to, among other things, promote, encourage, and advance economic, industrial, and commercial growth in the City of Starkville and throughout Oktibbeha County, Mississippi;

B. WHEREAS, OCEDA is a legislatively created authority established by the Mississippi Legislature and organized to, among other things, promote, encourage, and advance economic, industrial, and commercial growth in the City of Starkville, the City of Sturgis, the City of Maben and throughout Oktibbeha County, Mississippi.

C. WHEREAS, the LINK is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the City of Columbus, Lowndes County, Mississippi and in the surrounding trade area;

D. WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the City of Columbus and/or Lowndes County, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the City of Columbus and Lowndes County;

E. WHEREAS, on or about April 17, 2012, the LINK entered into an Economic Development Services Agreement with the West Point-Clay County Growth Alliance, the City of West Point and Clay County, Mississippi, pursuant to which the LINK has provided and continues to provide economic development services to such parties; and

F. WHEREAS, the Customer Parties desire to engage the LINK to provide the Economic Development Services (as defined herein) and the LINK desires to accept such engagement, subject to the terms and conditions of this Agreement.

# AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

## 1. TERM AND TERMINATION

1.01 *Term*. The term of this Agreement shall commence of the Effective Date and expire on October 31, 2015 (the "Term"), unless terminated earlier in accordance with this Agreement.

1.02 *Termination by Agreement*. This Agreement may be terminated at any time during the Term by mutual written agreement of all of the parties hereto; ; provided, however, that the parties hereby specifically agree to terminate this Agreement if the proposed Golden Triangle Regional Development Authority, the plan for which was presented to the public on September 14, 2012, by the steering committee appointed (in part) by the County and City in connection therewith, is authorized by the Mississippi Legislature pursuant to local and private legislation, and is duly formed, organized and fully funded in accordance with such legislation.

1.03 *Termination on Notice of a Material Default*. In the event that (a) either (i) the LINK shall give written notice to the Partnership that one or more of the Customer Parties has materially defaulted in the performance of any of their obligations under this Agreement, or (ii) the Customer Parties shall each give written notice to the LINK that the LINK has materially defaulted in the performance of any of its obligations under this Agreement, and (b) such material default is not cured within thirty (30) calendar days of the date such notice of default is received, the party providing such notice shall have the right to immediately terminate this Agreement upon the expiration of such thirty (30) day period. For the avoidance of any confusion, a "material default" shall include, *inter alia* (a) in the case of the Customer Parties, the failure of any of the Customer Parties to make any payments required herein to the LINK or, (b) in the case of LINK, (i) the substantial failure by the LINK to provide the Economic Development Services described in Section 2.01 and/or the failure by the LINK to satisfy its obligations described in Section 2.03 and 2.04.

1.04 *Termination by Circumstances.* Either the LINK or the Customer Parties collectively may, upon six (6) months notice to the other party or parties, as applicable, terminate this Agreement in the event the LINK's current Chief Executive Officer, Joe Max Higgins, no longer serves in such capacity.

1.05 *Effect of Termination and Expiration*. Upon termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such termination and the obligations of the Customer Parties set forth in Sections 2.03, 4.02 and 5. Upon expiration of the Term of this Agreement, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration and the obligations of the Customer Parties set forth in Sections 4.02 and 5.

## 2. LINK SERVICES.

2.01 *Economic Development Services*. The Customer Parties agree to engage and retain the LINK to provide economic development services ("Economic Development Services") as described herein. The LINK agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions provided in this Agreement. For purposes of this Agreement, such Economic Development Services shall mean those types of services currently provided by LINK for (i) the City of Columbus and Lowndes County, Mississippi and (ii) West Point-Clay County Growth Alliance, the City of West Point and Clay County, Mississippi, including, without limitation, the following services: (a) workforce development, (b) existing business expansion and retention, (c) new business attraction and development, (d) research and planning and (e) organizational capacity; provided, however, that the LINK shall not provide any services with respect to any chambers of commerce, main street associations or similar organizations in existence in the City and County unless specifically engaged by the Partnership to do so and only to the extent that the LINK accepts, in its discretion, any such engagement. The LINK shall also identify and make recommendations to one or more Customer Parties with respect to any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, including but not limited to any such work by civil engineers, architects, attorneys, public relations professionals and accountants (collectively, "Support Services"), and the Customer Parties shall be responsible for authorizing, engaging and providing payment for all such Support Services; provided, however, that each of the Customer Parties acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event any of the Customer Parties fail to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure.

2.02 *Relationship of the Parties.* The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of any of the Customer Parties.

2.03 *LINK Resources*. The LINK shall utilize a portion or all, as the LINK determines in its discretion to be needed, of its personnel, facilities, databases and research in order to provide Economic Development Services to the Customer Parties in accordance herewith. At its own expense, the LINK shall also select and hire an additional economic developer whose professional services shall be devoted primarily to providing the Economic Development Services to the Customer Parties in accordance herewith (the "New Developer"). The LINK shall be solely responsible for hiring, training, supervising and, if deemed necessary by the LINK in its discretion, terminating the New Developer. The New Developer shall, at the expense of the LINK (a) have or obtain certification as a Certified Economic Developer (or CEcD) from the International Economic Development Council, and (b) attend economic development seminars, conferences and training programs within the State of Mississippi and the surrounding region as directed by the Chief Executive Officer of the LINK. Upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term (*i.e.*, October 31, 2015) for any reason except as permitted by Sections 1.03 or 1.04, the Partnership (and to the extent applicable in accordance with Section 3.01, the Customer Parties) shall thereafter be liable to the LINK for the payment or reimbursement of the salary, benefits and other incremental costs incurred by the

LINK which are directly associated with the New Developer's employment by the LINK from the date of such termination until October 31, 2015; provided, however, that in the event of termination of this agreement by reason of Section 1.04, the Customer Parties shall be relieved of any such obligation for the New Developer's salary, benefits and other incremental costs from the date of separation of Joe Max Higgins from the employ of the LINK. Notwithstanding any other provisions herein to the contrary, the LINK shall continue throughout the Term to utilize a portion or all, as needed, of its personnel, facilities, databases and research to continue providing such services to the West Point-Clay County Growth Alliance, the City of West Point, Clay County, Mississippi, the City of Columbus, Lowndes County, Mississippi and the surrounding trade area.

2.04 *LINK Governance*. The LINK will amend or cause to be amended its articles of incorporation, bylaws or other organizational documents necessary to (i) change its name to the "Golden Triangle Development LINK"; (ii) expand the size of its Board of Directors to include four (4) additional directors and will, in accordance with its bylaws, permit the appointment or election of such additional directors by the Partnership from among the members thereof who are eligible to serve in such capacity (the "New Directors"); and (iii) expand the size of its Executive Committee to include two (2) additional Executive Committee members and will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected such additional committee member from among the New Directors (the "New Committee Members").

2.05 *Competitive Nature of Services*. The parties hereto understand and agree that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors which are beyond the control or influence of the parties hereto, including without limitation, the LINK. The LINK, therefore, makes no guarantees or representations, that the Economic Development Services provided by it in accordance with this Agreement will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the City or the County. To the extent permitted by applicable law, and without limiting any provision of Section 6, the Customer Parties further agree that the LINK shall not, in the performance of its obligations pursuant to this Agreement, be liable to any of the Customer Parties or to any other person for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which result from the decision of any business enterprise to not locate a new project or expand an existing facility or operation in the City or County. In particular, the Customer Parties further agree that the LINK shall not be liable to any of the Customer Parties by reason of the failure by any business enterprise to locate a new project or expand an existing facility or operation in the City or County, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation in the City of Columbus or Lowndes County, Mississippi, or in the City of West Point or Clay County, Mississippi.

## 3. PARTNERSHIP RESPONSIBILITIES

3.01 *Payment of Service Fees.* The Partnership shall promptly pay, as and when due, the Annual Services Fee (as defined in Section 4.01), any Performance-Based Fees (as defined in Section 4.02) and any other fees, costs or expenses required hereunder. Subject to annual

appropriation of City, County, and OCEDA funds by their respective governing bodies, the City, County, and OCEDA hereby agree to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City, County, and OCEDA to the Partnership for the purpose of funding, and timely making all payments to the LINK required herein to fund, the Economic Development Services. Notwithstanding the foregoing, (a) the City, as a party hereto, shall be, and hereby agrees that it is jointly and severally liable with the Partnership to the LINK for the payment of up to Fifty-Thousand Dollars ($50,000.00) of each Annual Services Fee, the full amount of any Performance-Based Fees attributable to the City pursuant to Section 4.02, and up to 14.29% of any other fees, costs or expenses required herein, including without limitation the payment of costs and expenses directly associated with the New Developer upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term pursuant to Section 2.03; (b) the County, as a party hereto, shall be, and hereby agrees that it is jointly and severally liable with the Partnership to the LINK for the payment of up to One Hundred Thousand Dollars ($100,000.00) of each Annual Services Fee, the full amount of any Performance-Based Fees attributable to the County pursuant to Section 4.02, and up to 28.57% of any other fees, costs or expenses required herein, including without limitation the payment of costs and expenses directly associated with the New Developer upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term pursuant to Section 2.03; and (c) OCEDA, as a party hereto, shall be, and hereby agrees that it is jointly and severally liable with the Partnership to the LINK for the payment of up to One Hundred Thousand Dollars ($100,000.00) of each Annual Services Fee, and up to 57.14% of any other fees, costs or expenses required herein, including without limitation the payment of costs and expenses directly associated with the New Developer upon the termination of this Agreement by the Customer Parties prior to the expiration of the Term pursuant to Section 2.03.

3.02 *Contact*. The CEO of the LINK shall select from among the New Committee Members one or more individuals to serve as the Customer Parties' primary point of contact for the LINK. The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, the Tennessee Valley Authority, the Appalachian Regional Commission, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the Customer Parties agree that they will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The Customer Parties further agree that they shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto.

## 4. ECONOMIC DEVELOPMENT SERVICES FEES

4.01 *Annual Service Fees.* Subject to Section 3.01, the sum of Three Hundred Fifty Thousand Dollars ($350,000.00) (the "Annual Services Fee") shall be paid to the LINK annually for each year during the Term. The payment of each Annual Services Fee shall be made in

periodic installment payments to the LINK each year during the Term of the Agreement as follows:

| Payment Due Date | Installment Payment Amount |
|---|---|
| November 1, 2012 | $87,500.00 |
| February 1, 2013 | $87,500.00 |
| May 1, 2013 | $87,500.00 |
| August 1, 2013 | $87,500.00 |
| November 1, 2013 | $87,500.00 |
| February 1, 2014 | $87,500.00 |
| May 1, 2014 | $87,500.00 |
| August 1, 2014 | $87,500.00 |
| November 1, 2014 | $87,500.00 |
| February 1, 2015 | $87,500.00 |
| May 1, 2015 | $87,500.00 |
| August 1, 2015 | $87,500.00 |

Provided, however, in the event that the Agreement is terminated prior to the end of the Term in accordance with this Agreement, such compensation for any period that is less than a calendar quarter shall be pro-rated based upon a 365-day calendar year.

4.02 *Performance-Based Fees*. The parties hereto acknowledge and agree that among other Economic Development Services to be provided hereunder, the Customer Parties desire that the LINK, and the LINK agrees to, endeavor to attract and induce significant economic development projects to locate in the City and/or the County in order to create new jobs, tax revenues and other economic benefits. The LINK shall therefore be entitled to receive, additional performance-based fees equal to ten percent (10%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the City and/or the County (but not by any school district located therein) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a "Performance-Based Fee"). During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal place of business, within ninety (90) days after the receipt by the County and/or City, as applicable, of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The Customer Parties acknowledge and agree that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such agreement is executed by the parties thereto during the Term, and that the rights of the LINK to receive, and the obligations of the Customer Parties to pay such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 3.01 to the contrary, the liability of each of the City and the County thereunder to fund, directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment received by the City and the County, respectively.

## 5. NON-SOLICITATION

As further inducement for the LINK to enter into this Agreement, each of the Customer Parties agrees that, for a period of two (2) years after the termination or expiration of this Agreement, it shall not, directly or indirectly, (i) induce or attempt to induce any officer, director or employee of the LINK, including without limitation, the New Developer, to leave the employ of the LINK or otherwise sever any relationship therewith; (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK; or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof. Notwithstanding the foregoing, this Section 5 shall not apply with respect to the New Developer in the event that (i) this Agreement is terminated pursuant to Section 1.02 and the LINK agrees to waive the non-solicitation provisions of this Section 5; (ii) this Agreement is terminated pursuant to Section 1.04, or (iii) this Agreement expires and the LINK elects to terminate the employment of the New Developer; provided, however, that the LINK shall provide notice to the Customer Parties of such election no later than ninety (90) days prior to the expiration date of this Agreement..

## 6. INDEPENDENT CONTRACTOR STATUS

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and any of the Customer Parties is that of a services provider (*i.e.*, the LINK) and its customers (*i.e.*, the Customer Parties), and (b) the LINK is engaged and retained solely as an independent contractor and not as an officer, agent or employee of any of the Customer Parties.

## 7. MISCELLANEOUS PROVISIONS

7.01 *Amendment.* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

7.02 *Failure or Indulgence Not a Waiver; Cumulative Remedies.* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

7.03 *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the

remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

7.04 *Headings.* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

7.05 *Successors and Assigns.* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity.

7.06 *Counterparts; Effectiveness.* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the Effective Date.

7.07 *Construction.* Words of any gender used shall be held to include any other gender and words in the singular number shall be held to include the plural, when the sense requires.

7.08 *Additional Documents.* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms.

7.09 *Notices.* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address:

If to the LINK: Columbus Lowndes Development LINK
Attention: Chief Executive Officer
P.O. Box 1328
Columbus, MS 38703

With a copy to: J. Gordon Flowers
Brunini Law Firm
P.O. Box 7520
Columbus, MS 39702

If to the Partnership: The Greater Starkville Development Partnership
200 East Main Street
Starkville, MS 39759

With a copy to: _____
_____
_____
_____

If to the City: City of Starkville, Mississippi
Attention: Mayor
101 E. Lampkin Street
Starkville, MS 39759

With a copy to: _____
_____
_____
_____

If to the County: Oktibbeha County, Mississippi
Attention: President, Board of Supervisors
101 E. Main Street
Starkville, MS 39759

With a copy to: _____
_____
_____
_____

If to OCEDA: Oktibbeha County Economic Development Authority
Attention: James D. Wallace, President
(address)
(address)

With a copy to: _____
_____
_____
_____

7.10 *Entire Agreement.* This Agreement supercedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect.

7.11 *Authority and Consents.* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

7.12 *Governing Law.* This Agreement shall be governed by the laws of the State of Mississippi.

*7.13 Venue.* To the extent there are disputes between the Customer Parties and the LINK relating to this Agreement which cannot be resolved by the parties, such disputes shall be brought and resolved in a state court of competent jurisdiction in Oktibbeha County, Mississippi or in Lowndes County, Mississippi.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, this Agreement has been duly executed by each of the parties hereto as of the respective dates set forth below.

COLUMBUS LOWNDES DEVELOPMENT LINK

By: _____
Name: Joe Max Higgins
Title: Chief Executive Officer
Date: _____ _____, 2012

THE GREATER STARKVILLE
DEVELOPMENT PARTNERSHIP

By: _____
Name: _____
Title: _____
Date: _____ _____, 2012

OKTIBBEHA COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name: James D. Wallace

Title: President

Date: _____ _____, 2012

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Name: Parker Wiseman
Title: Mayor
Date: _____ _____, 2012

ATTEST & SEAL:

_____
Clerk, Board of Aldermen

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Name: Orlando Trainer
Title: President, Board of Supervisors
Date: _____ _____, 2012

ATTEST & SEAL:

_____
Clerk, Board of Supervisors

**2.**

## A MOTION TO ADJOURN

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, the Board unanimously approved the motion to adjourn until the Regular Meeting of the Board of Aldermen on Tuesday, November 6, 2012, at 5:30 p.m., in the Court Room of City Hall located at 101 Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2012.

_____ _____

D. LYNN SPRUILL
DEPUTY CITY CLERK/CAO

PARKER WISEMAN, MAYOR

(SEAL)