



# City of Gulfport, Mississippi

## Agenda City Council

2309 15<sup>th</sup> Street  
Gulfport, MS 39501

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Wednesday, July 27, 2022

11:00 AM

*Gulfport City Hall  
Council Chambers*

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**11:00 A.M.**

### **Declaration of Special Call Meeting**

#### **Policy Issues**

- 1** Resolution - authorizing application to the Mississippi Development Authority seeking grant funding pursuant to the Mississippi Gulf Coast Restoration Fund Grant Program, and for related purposes
- 2** Resolution - joining with the State of Mississippi and other Local Governmental units as a participant in the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding and any subsequent formal Agreements necessary to implement the MOU, including, but not limited to, the Subdivision Settlement Participation Form in Exhibit "C" of the Endo Settlement Agreement, and for related purposes.
- 3** Resolution - ratifying and approving the recommendation of the Insurance Agency Representatives relative to coverage limits for renewal of the Mississippi Aquarium insurance coverages and as approved by the Board of Directors of the Mississippi Aquarium and Gulfport Redevelopment Commission, and for related purposes.

### **Setting of Next Meeting and Adjournment**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE MAYOR, THE CITY ENGINEER AND OTHER NECESSARY OFFICIALS OF THE CITY AUTHORITY TO SUBMIT APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY SEEKING GRANT FUNDING PURSUANT TO THE MISSISSIPPI GULF COAST RESTORATION FUND GRANT PROGRAM AUTHORIZED UNDER MISS. CODE ANN. § 57-119-1, *ET SEQ.*, TO SUPPORT PROJECTS WITHIN THE JURISDICTION OF THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport, Mississippi, is a municipal corporation chartered under the laws of the State of Mississippi; and

**WHEREAS**, The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, which was expanded by the Mississippi Legislature during the First Extraordinary Session 2018, Senate Bill No. 2002, and administered by the Mississippi Development Authority (MDA), is designed for making grants of BP Settlement funds to finance projects to promote economic growth in the Gulf Coast region as defined by the Federal RESTORE Act; and

**WHEREAS**, applications by public entities for funds to support projects for which the RESTORE Act funds are to be used must include projects that meet the following criteria:

- A. Projects that will impact the long-term competitiveness of the region and may result in a significant positive impact on tax base, private sector job creation and private sector investment in the region;
- B. Projects that demonstrate the maximum long-term economic benefits and long-term growth potential of the region based on a financial analysis such as a cost-benefit analysis or a return-on-investment analysis;
- C. Projects that demonstrate long-term financial sustainability, including clear performance metrics, over the duration of the project;
- D. Projects that leverage or encourage leveraging of other private sector, local, state and federal funding sources with preference to projects that can demonstrate contributions from other sources than funds from the BP settlement;
- E. Projects that are supported by multiple government or private sector entities;
- F. Projects that can move quickly and efficiently to the design, engineering, and permitting phase;

- G. Projects that enhance the quality of life/place and business environment of the region, including tourism and recreational opportunities;
- H. Projects that expand the region's ability to attract high-growth industries or establish new high-growth industries in the region;
- I. Projects that leverage or further enhance key regional assets, including educational institutions, research facilities, ports, airports, rails, and military bases;
- J. Projects that are transformational for the future of the region but create a wider regional impact;
- K. Projects that enhance the marketability of existing industrial properties;
- L. Projects that enhance a targeted industry cluster or create a Center of Excellence unique to the region;
- M. Infrastructure projects for business retention and development;
- N. Projects that enhance research and innovative technologies in the region; and
- O. Projects that provide outcome and return on investment measures, to be judged by clear performance metrics, over the duration of the project or program.

**WHEREAS**, the Gulfport City Council has considered and identified certain projects of great importance to the long term public health and welfare, growth and economic benefit of the City of Gulfport qualifying for funding in accordance with *Miss. Code Ann. § 57-119-1*, et seq. and “The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program,” such project(s) being generally identified and described in the attached Exhibit “A” as qualifying project(s) under one or more of the foregoing and by this means expresses its intention and desire that the Mayor, City Engineer and other City officials be authorized to execute and deliver such grant applications and other documents as are necessary and proper to support such grant application; and

**WHEREAS**, in support of said Projects, and based on the projected cost of each of said projects provided by the City’s employees, consultants and engineers, the City of Gulfport, Mississippi, does hereby commit to provide funding of twenty percent of the estimated cost of each and all such project(s) as the City's share of the cost of said project to pair and match with any GCRF funds received for the Project(s);

**WHEREAS**, it is the desire of the Governing Authority of the City to authorize and direct the Mayor, City Engineer, and other necessary officials of the City to execute and submit such documents and applications as are required to apply for and obtain such funding through “The

Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program,” administered by the Mississippi Development Authority, all in accordance with law.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

**Section 1.** That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**Section 2.** That the Mayor, City Engineer, and other necessary officials of the City are hereby authorized to execute and submit such documents and applications as are required or which may be necessary to apply for and obtain such funding through “The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program” administered by the Mississippi Development Authority, all in accordance with law.

**Section 3.** That the Governing Authority of the City of Gulfport does hereby commit to provide funding of twenty percent (20%) of the estimated cost of each and all such project(s) to pair and match as the City’s share of the cost of said project(s).

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON,** the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

## **GULFPORT**

### **Gulf Coast Restoration Fund Projects (July 2022)**

#### **1. Centennial Plaza Sports Complex and ("Go Green Park and Educational/Recreational Facility) - Ward 2 – \$6 M**

The Centennial Plaza Sports Complex ("Go Green" Park and Educational/Recreational Facility) is a project-ready development that involves the construction of sports fields and related facilities/amenities and pickle ball/futsal courts on unencumbered property owned by the City with an eye toward enhancements and improvements to make this facility a magnet for sports tourism as well as an educational facility designed to be compatible with the surrounding environment. The City currently has no such facility, nor is there such a facility within two (2) hours' drive of the City. This complex is located next to the "Centennial Plaza" resort complex that the City and its redevelopment commission have worked tirelessly since Hurricane Katrina to develop, and this area needs a staple that will draw a different type of tourist to the region to also experience the resort area and other amenities the City has to offer. Such tourism translates into sales tax revenue for the City. This project will also enhance the quality of life of the City's residents. This development will include the construction of an educational walking trail around the lake and running trail around the perimeter of the site and various learning "stations" along these trails. In conjunction with the construction/improvement of 5 environmental-friendly soccer fields (full sized), one of which will be for stadium use with team dressing rooms, 8 futsal courts, and 8 pickle ball courts (see attached exhibit), this project will further involve significant improvements/enhancements to the banks of the lake/pond to assist in combating erosion, the creation and construction of wetlands downstream from this lake/pond to assist with the preservation of water quality associated with the lake/pond and Coffee Creek (which, again empties into the Mississippi Sound) and reduction of downstream flooding, and the construction of numerous retention ponds to be connected with these various fields in order to assist with stormwater management (quantity and quality). Attractive and shaded vehicular circulation and parking areas (including large team buses) will also be included. This project will include numerous eco-friendly measures, including reclaimed stormwater and runoff and efficient irrigation. The facility is designed to host college events in addition to tournament play and recreational use of the pickle ball and futsal courts. The surrounding trail is designed to qualify for use as a cross-country venue. This facility will create a "center of excellence" that can be used to host college and regional events.

#### **2. Parking lot @ SE corner of 20<sup>th</sup> Ave & Hwy 90 – Ward 2 – \$12 M**

This project involves the construction of surface area parking facility and boat launch just east of Jones Park in Gulfport, MS. The area involved will be in the southeast corner

of Highway 90 and 20<sup>th</sup> Avenue. The first phase will include some 500 parking spaces near Highway 90 and the second phase will include a boat launch on the east side of Marina with boat trailer parking. There will be 2 acres of beach that will be made into a parking area and one-acre further south that will be filled for the boat launch and trailer parking to account for the beach loss a new two-acre beach will be created just east of the south end of 20<sup>th</sup> Avenue. The facility will include curb and gutter and landscaping commiserate with the area.

**3. Pedestrian Bridge @ Centennial Plaza – Ward 2 – \$5 M**

This project will provide pedestrian bridge with ADA ramp access from Centennial Plaza across Highway 90 to the boardwalk along the beach.

**4. 5 Additional Baseball Fields at the Sportsplex – Ward 7 – \$15 M**

This project will be the next phase of the plan for the Sportsplex that will add 5 additional synthetic turf fields, restrooms, and appurtenances. This project will allow the complex to hold larger regional tournaments that will attract more people to stay in regional hotels, dine at local restaurants, and shopping at area retail.

**5. Elevated restaurant & Lease Space @ Old White Cap Location – Ward 2 – \$3.5 M**

This project will provide a 2-story elevated pile supported building at the former White Cap location. The building will be approximately 10,000 sq. ft. with approximately 5,000 sq. ft. per story. One floor will be restaurant space while the second floor will be lease space that could divided to fit the use of the tenant(s). This project will bring additional businesses to the Jones Park area and will provide additional jobs from the restaurant and lease space.

**6. Brickyard Bayou Phase 2-C Improvements – Ward 1 – \$6 M**

Brickyard Bayou is a drainage way that as it improves will benefit the area that it drains. The drainage areas that will be impacted include the Navy Construction Battalion Base in Gulfport, Gulfport Memorial Hospital, Gulfport High School, and the residential properties. Funding request to the Mississippi Military Community Improvement funds will be used to offset the match. This project was identified in the Joint Land Use Study for the military bases of MS Gulf Coast as improvement to protect the base closure and improvement of area. Improvements to drainage not only improve hydraulic but visibility and overall quality of life.

**7. Sidewalk and Bike Path Improvements City Wide – All Wards – \$3.0M**

The project will include sidewalks that will connect the existing sidewalks will be consistent with the City's Master Plan that was adopted by the City Council. The project will help promote connectivity for pedestrians within the area and increase quality of life for residents and tourists. Adding sidewalks helps those whom do not have other options of transportation to move safely about their community. A good

connectivity of sidewalks also helps promote good health, exercise, and positive environmental impacts.

**8. Hwy 90 Beach Front Boardwalk – Ward 2 - \$3.5 M**

The project proposes completing the beachfront concrete boardwalks along the south side of Highway 90 in Gulfport, MS. This project will benefit residents and tourists. More than 85% of the nearly 8 miles of shoreline within Gulfport City limits already has an ADA-compliant concrete boardwalk project in place; aside from pedestrian and bicycle access, this boardwalk offers benches overlooking and stairs leading to Gulfport's beaches. This project would fill in the remaining 4 sections of shoreline (approximately 6,350 linear feet) to complete the boardwalk within Gulfport's city limits. Completion of these unfinished sections would offer safe recreational walking and biking options. It would further serve to promote public pedestrian access to, not only Gulfport's beaches, but also the revitalized downtown Gulfport, Jones Park, and the Gulfport Small Craft Harbor as well as casinos, proposed developments, etc. Finally, this boardwalk will also help eliminate beach erosion and act as a barrier between the beach and Highway 90. This will help reduce sand migration onto the highway, lowering road hazards and decreasing maintenance time and costs. In addition to the boardwalk, beachfront enhancements are proposed that are in line with the current "Gateway" projects already underway within Harrison County. These enhancements may consist of aesthetic improvements (landscaping, etc.) and recreational improvements such as fire pits, showers, volleyball courts, pavilions, etc.

**9. Canal Road Water Improvements – New Elevated Tank, Water Well and Extension – Wards 1 & 3 – \$7M**

This goal of this project phase is to extend a 12" water main on 28<sup>th</sup> Street from 59<sup>th</sup> Avenue to Canal Road & northward along Canal Road to 16<sup>th</sup> Street. Associated with the 12" water main, a 1,000 gpm water well & a 500,000-gallon elevated water storage tank will be installed along Canal Road. This project will upgrade the City of Gulfport infrastructure along the entire length of this project by providing increased water pressure, more capacity, and improved fire flows. The infrastructure improvements are needed to stimulate economic growth at the interchange of I-10 and Canal Road. These improvements are imperative for ample service for any expansions of the nearby Naval Construction Battalion Center (NCBC) of Gulfport. This project area will also benefit by providing the necessary infrastructure to attract industrial businesses, warehousing, large retail, and recreational amenities which would be an extension of the current facilities located in the proximity.

**10. N. Gulfport WWTF Sand Filters Replacement – Ward 5 - \$11.4M**

The project would replace current sand filter system with other modern technology required to meet tertiary standards and would increase design capacity of the system by 100%. The current system has reached its useful life and requires replacement. This

facility is currently at approximately 85% of its average design capacity. This project will not only replace current system but will provide additional capacity for continued growth in the area served by this treatment facility.

**11. N. Gulfport WWTF UV – Ward 5 – \$4.1M**

The project would replace the existing UV system that has been operational for more than 20 years and has exceeded its useful life. The system is obsolete and costly to operate. Utilization of new technology can reduce operating costs and improve efficiencies and capacities. The project would increase the peak design capacity. The improved efficiencies and additional capacity will support continued growth in the area served by this treatment facility.

**12. Dedeaux Rd Widening – Ward 5 & 6 —East End only - \$20M approx.**

Currently, Dedeaux Road is a 4-lane roadway from Dede Drive to US 49 but is 2-lanes from Dede Drive to SR 605. The 2-lane section is approximately 2 miles long. The traffic flow along this corridor experiences heavy bottle necking along the eastern stretch. The project to widen the existing 2 lane portion to 4 lanes is shovel-ready (environmental assessment and route determination complete). The goal of this project will be the enhancement of safety and efficiency through the corridor. This project will provide improved access for emergency services and commercial activity, which should in turn spur economic developments. What more, in the event of a natural disaster, widening of this corridor will provide a critical east-to-west link between two major hurricane evacuation routes (Highway 605 and Highway US 49). This project is vital to provide an importation east/west connection between US highway 49 and MS 605 which will in turn decongest clogged traffic routes north of I-10. It will also provide a critical link in emergency evacuation preparedness and supply an economic development stimulus for this section of the City. This application is for the east end of the 2-mile widening project.

**13. Mast Arm Signals with Pre-emption – All Wards – \$10M**

This project will be providing mast arms and signal pre-emption for the existing signals that are span wires on thirty two (32) intersections that are located on major arteries and evacuations routes throughout the City. This project will reduce signal damage during high wind events as well as enable public safety vehicles to respond to emergencies more efficiently. The restoration of normal traffic will ensure a quicker economic recovery for the City and will improve quality of life by limiting road closures and associated heavy traffic conditions.

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the \_\_\_\_\_ day of July, 2022, the following Resolution:

**A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT TO JOIN WITH THE STATE OF MISSISSIPPI AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the “MOU”) AND ANY SUBSEQUENT FORMAL AGREEMENTS NECESSARY TO IMPLEMENT THE MOU, INCLUDING, BUT NOT LIMITED TO, THE SUBDIVISION SETTLEMENT PARTICIPATION FORM IN EXHIBIT “C” OF THE ENDO SETTLEMENT AGREEMENT**

WHEREAS, Mayor and members of the Council of the City of Gulfport find, determine and adjudicate that it is in the best interest of the City of Gulfport to adopt a Resolution authorizing City of Gulfport, Mississippi (herein referred to as this “Governmental Unit”) to join with the State of Mississippi and other local governmental units as a participant in the *MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING* (the “MOU”) and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit C of the *Endo Settlement Agreement*

WHEREAS, the City has suffered harm from the opioid epidemic;

WHEREAS, the City recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, a number of Mississippi Cities and Counties have filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and City is a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Mississippi Memorandum of Understanding (the “MOU”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,

WHEREAS, participation in the MOU by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, City, and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That this Governmental Unit finds that participation in the MOU would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU, attached hereto as Exhibit "A."

SECTION 3. That Matthew G. Mestayer is hereby expressly authorized to execute the MOU in substantially the form contained in Exhibit "A."

SECTION 4. That outside counsel, Matthew G. Mestayer is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this Resolution including but not limited to the Subdivision Settlement Participation Form in the Endo Settlement Agreement.

SECTION 5. That the Council Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The Council Clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch  
c/o Caleb Pracht  
Post Office Box 220  
Jackson, MS 39205

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and was adopted by the following roll call vote:

| <u><b>YEAS:</b></u> | <u><b>NAYS:</b></u> | <u><b>ABSENT:</b></u> |
|---------------------|---------------------|-----------------------|
| CASEY               | none                | none                  |
| ROLAND              |                     |                       |
| HOLMES-HINES        |                     |                       |
| WALKER              |                     |                       |
| SHARP               |                     |                       |
| FLOWERS             |                     |                       |
| KOSLOSKI            |                     |                       |

WHEREUPON, the President declared the motion carried and the Resolution adopted and to take effect immediately upon its adoption, this \_\_\_\_\_ day of July, 2022.

ATTEST:

ADOPTED:

\_\_\_\_\_  
Brittany Rodgers, Clerk of Council

\_\_\_\_\_  
F. B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the \_\_\_\_\_ day of July, 2022.

APPROVED:

\_\_\_\_\_  
Billy Hewes, Mayor

## Exhibit C

### Subdivision Settlement Participation Form

|                      |                               |        |             |
|----------------------|-------------------------------|--------|-------------|
| Governmental Entity: | City of Gulfport, Mississippi | State: | Mississippi |
| Authorized Official: | Billy Hewes, Mayor            |        |             |
| Address 1:           | P. O. Box 1780                |        |             |
| Address 2:           |                               |        |             |
| City, State, Zip:    | Gulfport, MS 39502            |        |             |
| Phone:               | 228-868-5801                  |        |             |
| Email:               | bhewes@gulfport-ms.gov        |        |             |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated June 7, 2022 ("*Endo Settlement*"), and acting through the undersigned authorized official, hereby elects to become a Participating Subdivision under the Endo Settlement, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within 7 days of the Effective Date of Release, voluntarily dismiss with prejudice any Released Claims that it has filed against any Releasee(s), with each party to bear its own costs.
3. The Governmental Entity expressly agrees to the terms of the Endo Settlement pertaining to Subdivisions and Releasors as defined therein.
4. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement. By becoming a Participating Subdivision and expressly agreeing to the terms of the Endo Settlement and the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein for Participating Subdivisions, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees not to oppose efforts to enact a legislative Bar as defined in Section A(c)(1) of the Endo Settlement.
6. The Governmental Entity submits to the jurisdiction of the Court (as defined in the Endo Settlement) for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.

7. The Governmental Entity, as a Participating Subdivision, expressly agrees that it is a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind, and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. For avoidance of doubt, the Governmental Entity provides a release to the fullest extent of its authority for any public hospital or school district within the Governmental Entity's ownership, control or jurisdiction. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.
8. The Governmental Entity expressly agrees, among other things, that the Endo Settlement effects a good-faith release and covenant not to sue and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties, and that it is the intent of the Endo Settlement to release the Releasees from any liability for contribution, indemnity or any other theory of claim-over based on the Covered Conduct. The Governmental Entity further agrees, among other things, that no Releasee shall be alleged to have acted with a "specific wrongful intent" within the meaning of Miss. Code § 85-5-7(1) or "consciously [or] deliberately" in pursuit of "a common plan or design to commit a tortious act" within the meaning of Miss. Code § 85-5-7(4) in any Action maintained now or in the future by the Governmental Entity.
9. In connection with the releases provided for in the Endo Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Endo Settlement.

10. The Governmental Entity understands that, in compliance with the Common Benefit Order issued by Judge Dan Polster in MDL 2804- National Prescription Opiate Litigation in the U.S. District Court for the Northern District of Ohio, 7.5% of the settlement payment that is to be allocated to subdivisions for abatement will be held back by Endo to be deposited in to the Common Benefit Fund.
11. The Governmental Entity agrees that it will not publicly or privately encourage any other Governmental Entity to bring or maintain any Released Claim.
12. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby expressly agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Billy Hewes

Title: Mayor

Date: \_\_\_\_\_  
(the "Execution Date of this Subdivision Settlement Participation Form")