



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

**February 2, 2024**

**AGENDA**

**11:00 AM**

**AGENDA ITEMS**

- 1. ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC. ("FRDP") FOR ACCEPTING DONATIONS FOR THE PLANETARIUM, INCLUDING THE CRITERIA FOR NAMING RIGHTS, ENDOWMENT FUND MANAGEMENT, AND DONOR RECOGNITIONS. (SCOTT, LUMUMBA)**

**ANNOUNCEMENTS**

**ADJOURNMENT**



OFFICE OF THE CLERK  
12/22/23  
S.M.

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC. ("FRDP") FOR ACCEPTING DONATIONS FOR THE PLANETARIUM, INCLUDING THE CRITERIA FOR NAMING RIGHTS, ENDOWMENT FUND MANAGEMENT, AND DONOR RECOGNITIONS.**

**WHEREAS**, the Department of Human and Cultural Services desires to renovate the Russell C. Davis Planetarium (the "Planetarium"), which includes designing and the construction of exhibits in certain areas of the facility; and

**WHEREAS**, the Department of Human and Cultural Services cannot currently fund all of the needed renovations and installation of exhibits for the Planetarium; and

**WHEREAS**, the Friends of the Russell C. Davis Planetarium, Inc., a not-for-profit corporation duly existing under the laws of the state of Mississippi, is in the process of raising funds for the design and construction of the Planetarium and the exhibits therein as well as soliciting funds to be placed in an endowment fund, the income on which shall be used for the enhancement of and programs held or organized by the Planetarium; and

**WHEREAS**, the FRDP, in connection with the Community Foundation of Mississippi, will designate and identify the endowment fund, when established, as the ENDOWMENT FUND OF FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC.; and

**WHEREAS**, the purpose of the endowment is to solicit contributions to be used for the design of exhibitions and construction of the Planetarium and the support of programs of the Planetarium and allow sponsors to make contributions for the benefit of the Planetarium; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the governing authorities for the city authorize the mayor to enter into a Memorandum of Understanding with the Friends of the Russell C. Davis Planetarium, Inc.; and

**WHEREAS**, the purpose of the FRDP ENDOWMENT FUND is to provide a permanent income stream for the Russell C. Davis Planetarium and the charitable purpose of the FRDP so long as the FRDP is recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or any successor provision of federal tax law; and

**WHEREAS**, if it becomes unnecessary, undesirable, impractical, or impossible to utilize funds for such purposes, the FRDP shall have the right to use the funds for such charitable purposes as it deems appropriate; and

**WHEREAS**, the FRDP shall not make any determination that it is unnecessary, undesirable, impractical, or impossible to use the funds for the purpose set forth in this MOU without giving the city at least thirty (30) days prior written notice. Notice shall be deemed sufficient if mailed certified mail, return receipt requested, to the City Clerk for the city of Jackson; and

**WHEREAS**, the FRDP with the Community Foundation for Mississippi shall administer the **FRDP ENDOWMENT FUND** in accordance with the terms of the proposed MOU (which is attached and made part of the minutes), the Mississippi Uniform Prudent Management of Institutional Funds Act, the procedure from the administration of funds in the FRDP's governing instruments, as amended from time to time, and following the process for the administration of similar funds of the FRDP, including charges for FRDP services; and

**WHEREAS**, regardless of the amount of the donation, all Sponsors will receive recognition by listing the Sponsor's name on a sponsor wall within the Planetarium; and

**WHEREAS**, in addition to the sponsor wall, certain Sponsors will receive naming rights for a donation at a level that the City and FRDP have determined is sufficient to provide for recognition and signage as outlined in "Exhibit A," which is attached and made part of the minutes; and

**WHEREAS**, in grateful recognition of a sponsor's generosity, the FRDP will enter into a "Sponsorship Agreement" with all sponsors who make contributions: and

**WHEREAS**, the Sponsor's recognition and naming rights will be outlined in the "Sponsorship Agreement," which is attached and made part of the minutes.

**WHEREAS**, the proposed naming of any physical structure or part thereof must be mutually acceptable to the FRDP and the Planetarium staff. Commencing as soon as possible after the completion of construction of the Planetarium and the installations of exhibits therein, the Name shall be placed in such Locations and shall be rendered in such script and style as shall be determined by the Planetarium staff in consultation with FRDP; and

**WHEREAS**, if FRDP and the Planetarium staff do not approve the naming, the Sponsorship Agreement shall be deemed null and void, and any payment(s) shall be timely returned to the Sponsor; and

**WHEREAS**, Sponsor agrees that if, in the sole discretion of the governing authorities of the City, as expressed in the City Council's minutes, by unanimous vote of the members present and voting, setting forth one or more of the following events:

1. In the event that the association of Sponsor with the location could bring the City or the Planetarium into disrepute (including but not limited to the filing of

bankruptcy, the ceasing of operations, or otherwise causing the City potential harm, as viewed by the governing authorities of the city of Jackson), or

2. In the unlikely event the governing authorities for the city of Jackson determine in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Sponsor would adversely impact the reputation, mission, image, or integrity of the city, or in the event of continued association with the Sponsor and the continuation of the Naming provided for herein.

**WHEREAS**, the Office of the City Attorney will modify the content of such agreement to conform to the specific contribution; and

**WHEREAS**, the governing authorities intend through this Order to set forth the terms and conditions upon which donors may contribute to the Planetarium and through which FRDP may solicit such contributions, including the terms and conditions governing the naming rights afforded to donors.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into a MOU with the FRDP for accepting donations for the Planetarium, including the criteria for naming rights, endowment fund management, and donor recognitions as outlined in this Order.

**IT IS FURTHER ORDERED**, that the Sponsorship Agreement is approved as to form, and the Office of the City Attorney may modify the content of such agreement to conform to the specific contribution.

**ORDER AUTHORIZING THE RETURN OF UNSPENT SHUTTERED VENUE OPERATORS GRANT (SVOG) FUNDS TO THE SMALL BUSINESS ADMINISTRATION (SBA)**

**WHEREAS**, the Small Business Administration (SBA) awarded the City of Jackson \$207,189.71 in Shuttered Venue Operators Grant (SVOG) funding as part of the federal response to the economic impact on certain types of businesses; and

**WHEREAS**, the City of Jackson has judiciously utilized the SVOG funds for its intended purposes but finds itself with an unspent balance of \$191.31; and

**WHEREAS**, after fulfilling the necessary expenses under the Shuttered Venue Operators Grant program, the City of Jackson has a remaining balance of \$191.31, which is currently held in account number 340-2109; and

**WHEREAS**, it is both a fiscal responsibility and a matter of good governance to return any unspent funds to the original grantor, in this case, the SBA, in accordance with the terms and conditions of the grant;

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to return the unspent balance of \$191.31 from the Shuttered Venue Operators Grant (SVOG) funding to the Small Business Administration (SBA). The said amount is to be returned from the City of Jackson's account number 340-2109.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET January 24, 2024 .**

**DATE**

POINTS		COMMENTS
<b>1.</b>	<b>Brief Description</b>	AUTHORIZES MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC. ("FRDP") FOR ACCEPTING DONATIONS FOR THE PLANETARIUM, INCLUDING THE CRITERIA FOR NAMING RIGHTS, ENDOWMENT FUND MANAGEMENT, AND DONOR RECOGNITIONS
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	3
<b>3.</b>	<b>Who will be affected</b>	City of Jackson's Planetarium, Gift and/or Artifact donors
<b>4.</b>	<b>Benefits</b>	Establishes guidelines to support the Planetarium's receipt of gifts and donations, and outlines naming rights protocol
<b>5.</b>	<b>Schedule (beginning date)</b>	January 30, 2024
<b>6.</b>	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 7  Yes
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services
<b>8.</b>	<b>COST</b>	N/A
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A

<b>10.</b>	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___	no ___	N/A
		AABE _____ %	WAIVER	yes ___	no ___	N/A
		WBE _____ %	WAIVER	yes ___	no ___	N/A
		HBE _____ %	WAIVER	yes ___	no ___	N/A
		NABE _____ %	WAIVER	yes ___	no ___	N/A



Department of Human & Cultural Services



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Dr. Pamela Scott   
Department of Human and Cultural Services

**Date:** September 3, 2023

**Subject:** Resolution for Naming Rights, Endowment Fund Management, Donor Recognitions, and Accepting Donations for the Russell C. Davis Planetarium

Attached you will find a resolution outlining city council's guidelines for accepting donations for the Russell C. Davis Planetarium, including the criteria for naming rights, endowment fund management, and donor recognitions. This resolution primarily entails the procedures and conditions upon which donations can be made to support the Russell C. Davis Planetarium. It also touches upon the important points of naming rights, which have implications for donors and the community, and the endowment fund, which has long-term financial implications for the planetarium and its sustainability.

Please free to contact Mike Williams with any questions or clarifications you may have.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

12/27/23  
OFFICE OF THE CITY ATTORNEY  
SUM.

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC. ("FRDP") FOR ACCEPTING DONATIONS FOR THE PLANETARIUM, INCLUDING THE CRITERIA FOR NAMING RIGHTS, ENDOWMENT FUND MANAGEMENT, AND DONOR RECOGNITIONS** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Sondra Moncure**, *Deputy City Attorney* SM.

12/27/23

**Date**

## SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (this "Agreement") made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (the "Sponsor"), and the Friends of the Russell C. Davis Planetarium, Inc. ("FRDP"), a Mississippi not-for-profit corporation.

WHEREAS, on January \_\_\_\_, 2024, the governing authorities for the City of Jackson adopted a resolution authorizing FRDP to enter into a Sponsorship Agreement with entities and individuals who are making contributions as described below; and

WHEREAS, FRDP is a not-for-profit corporation duly existing under the laws of the state of Mississippi, exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") as an organization described in Section 501(c)(3) of the Code; and

WHEREAS, the City of Jackson, Mississippi ("City"), will operate the Russell C. Davis Planetarium ("Planetarium"); and

WHEREAS, FRDP is in the process of raising funds for the design and construction of the Planetarium and the exhibits therein as well as soliciting funds to be placed in an endowment fund, the income on which shall be used for the enhancement of and programs held or organized by the Planetarium; and

WHEREAS, FRDP may accept donations from a sponsor to further its mission, for no value received, but as a Donation , under the terms and conditions set forth herein; and

WHEREAS, FRDP desires to accept donations to further its mission under the terms and conditions set forth in this Agreement; and

WHEREAS, in appreciation for the Donation described herein, FRDP wishes to acknowledge Sponsor's Donation.

### I. DEFINITIONS

For purposes of this Agreement:

- A. "Donation" shall mean a contribution of money or contribution in kind in which is subsequently converted to money made by Sponsor to FRDP pursuant to the terms and conditions thereof.
- B. The "Location" shall mean an area, exhibit, or portion thereof within the Planetarium that is available to be named for a person or entity pursuant to the terms and conditions and thereof.
- C. The "Name" shall mean the title designated by the Sponsor to be rendered on signage and other written materials for the purpose of acknowledging Sponsor's donation.
- D. "Sponsor" shall mean the person or entity making a Donation.

**II. THE DONATION**

A. On or before \_\_\_\_\_, 20\_\_\_\_, Sponsor hereby pledges a total sum of \$\_\_\_\_\_ which as provided for herein is designated for the benefit of the Russell C. Davis Planetarium. In furtherance of the Sponsor’s commitment, payments will be in the form of:

- (1) \$\_\_\_\_\_ already received on or about \_\_\_\_\_, 20\_\_\_\_; and
- (2) additional transfers of \$\_\_\_\_\_ on or before the following dates (collectively, the “Donation”).  
\_\_\_\_\_ 2023  
\_\_\_\_\_ 2024, and  
\_\_\_\_\_ 2025.

B. Sponsor agrees that the Donation may be used for the design and construction of the Planetarium and the exhibits therein and for the funding of an endowment to be used for the support and enhancement of the Planetarium, which endowment shall be held by FRDP in a fund with the Community Foundation for Mississippi or some other appropriate fiduciary. Subject to the terms of this Agreement, the Naming will last for the useful life of the Planetarium, subject to the limitations expressed in this Agreement.

**III. ENDOWMENT**

All or a portion of the donation specified above may be paid into an endowment fund to be known as the FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM ENDOWMENT FUND. The assets of the Fund may be merged and pooled for the investment and investment management purposes and managed and invested in accordance with the Mississippi Uniform Prudent Management of Institutional Funds Act, the procedure from the administration of funds in the FRDP’s governing instruments, as amended from time to time, and in accordance with the procedure for the administration of similar funds of the FRDP, including charges for FRDP services. Distribution in support of the above donation purpose and reasonable fees associated with securing, raising, investing, and administering such funds shall be charged to such fund.

**IV. NAMING AND RECOGNITION RIGHTS**

A. Subject to the terms of this Agreement, commencing as soon as practicable after the renovation and construction of the Planetarium and the installation of exhibits therein, FDRP shall cause the Name to be used to identify the Location as set forth in Exhibit “A” to this Agreement.

B. The parties agree that, in addition to the use of the Name, all references to Donor shall appear as follows: “\_\_\_\_\_”.

C. The proposed naming of any physical structure or part thereof must be mutually acceptable to the FRDP and the Planetarium staff. Commencing as soon as possible after the completion of construction of the Planetarium and the installations of exhibits therein, the Name shall be

placed in such Locations and shall be rendered in such script and style as shall be determined by the Planetarium staff in consultation with FRDP. In the event that the naming is not approved by FRDP and the Planetarium staff, this Agreement shall be deemed null and void and any payment(s) shall be timely returned to the Sponsor.

- D. Sponsor fully agrees that nothing in this Agreement provides Sponsor, or anyone acting on Sponsor's behalf, with any rights, control, say, or claim, concerning any operations of the Planetarium or the specific location and/or display of the Name, including but not limited to any control of restrictions of any materials displayed or otherwise associated with the Location. Sponsor expressly agrees that this Agreement is merely to reflect the Donation and the Naming and Recognition Rights for the term set forth herein.

## V. LIMITATION ON NAMING AND RECOGNITION RIGHTS

- A. FRDP Approval. Sponsor acknowledges and agrees that the terms of this Agreement related to Naming and Recognition Rights shall be subject to the approval of the governing authorities for the City.
- B. Right of the City to Terminate. Sponsor agrees that if, in the sole discretion of the governing authorities of the City, as expressed in the City Council's minutes, by unanimous vote of the members present and voting, setting forth one or more of the following events:
1. In the event the association of Sponsor with the Location could bring the City or the Planetarium into disrepute (including but not limited to the filing of bankruptcy, the ceasing of operations, or otherwise causing the City potential harm, as viewed by the governing authorities of the City), or
  2. In the unlikely event the governing authorities for the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Sponsor would adversely impact the reputation, mission, image or integrity of the City, or in the event of continued association with the Sponsor and the continuation of the Naming provided for herein.

The governing authorities for the City may terminate the Naming and Recognition Rights, without penalty and without refunding the Donation (or any portion thereof) or other donations made under or otherwise related to this Agreement. In the event of such termination, Sponsor and Sponsor's family, heirs, personal representatives and affiliates, hereby waive any and all claims, causes of action or other actions against FRDP, the governing authorities for the City, or any officer or employee thereof, and covenant not to take any legal or administrative action against such parties related to such termination. The governing authorities, however, may in its sole and absolute discretion determine an alternative recognition of the portion of the Donation already received.

## VI. TERMINATION AND REFUND TO SPONSOR

In the event the construction of the Planetarium, or the installation of exhibits therein, is cancelled, terminated or otherwise not completed, such that, in the sole discretion of the governing authorities of the City (as expressed in the governing authorities minutes), the Naming and Recognition Rights cannot be provided by FRDP to Sponsor, then this Agreement shall automatically terminate and FRDP shall refund to Sponsor all portions of the Donation that: (i) have been delivered by Sponsor to FRDP pursuant to Section III hereof; and (ii) have not, as determined by the governing authorities of the City in its sole discretion (as expressed in the governing authorities minutes), already been used or expended by FRDP for the purposes set forth in Section III hereof. Sponsor and Sponsor's family, heirs, personal representatives and affiliates, hereby waive any and all claims, causes of action or other actions against FRDP, the governing authorities of the City, or any officer or employee thereof, and covenant not to take any legal or administrative action against such parties related to such termination and/or refund, or the failure to effect such a termination and/or refund.

## **VII. PUBLICITY**

- A. Permission to Publicize. The Sponsor agrees the Donation and the Name may be published in materials that express the appreciation of the City or the FRDP in the form of news announcements, both internal and external. Additionally, this Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
- B. No Defamatory Statements. Neither party shall issue any defamatory press release or other public defamatory information, including, but not limited to, any campaign or marketing materials that contain or incorporates the other party's name, logo or image.

## **VIII. CLAIMS, JURISDICTION, IMMUNITIES, PROCESS**

- A. This Agreement shall be considered as having been entered into in and shall be subject to the laws of Mississippi. In any action or proceeding arising out of or relating to this Agreement (an "Action"), each of the parties hereby irrevocably submits to the exclusive jurisdiction of any federal or state court sitting in Hinds County, Mississippi, and further agrees that any Action shall be heard and determined in such Hinds County, Mississippi federal court or in such state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Mississippi.
- B. The occurrence of one or more of the following matters shall constitute a default by the Sponsor:
1. Sponsor's failure to pay the Donation or other amounts when due to the FRDP hereunder, if such failure shall continue for a period of thirty (30) days after written notice from FRDP or the Planetarium staff, specifying the failure and demanding that it be cured.

2. Sponsor's failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, if such failure or breach shall continue for a period of thirty (30) days after written notice from the FRDP, the Planetarium staff, or the governing authorities for the City, specifying the failure or breach and demanding that it be corrected.

Upon the occurrence of a Sponsor default, the FRDP (or at the direction of the governing authorities for the City), the FRDP shall have the right to do any one or more of the following: (i) at the governing authorities' discretion, consider an alternative recognition for the Donation; or (ii) terminate this Agreement and, at its discretion, remove the Sponsor's name.

#### IX. MISCELLANEOUS

- A. Term. FRDP and Sponsor agree that the Naming and Recognition Rights contemplated in this Agreement shall exist during the useful life of the facility. If the Planetarium is transferred or conveyed from the City, closed, deconstructed, destroyed or severely damaged, renovated, upgraded, or modified, relocated, or replaced, then the Naming will cease. In such event, however, the Sponsor, if available, and in consultation with and as mutually agreed by the FRDP and the governing authorities for the City, will have the right, for no additional payment, to have another available, and if permissible, equivalent location named after the Sponsor. Notwithstanding anything in this Agreement to the contrary, the Naming and Recognition Rights shall automatically terminate after 50 years.
- B. No Tax Advice. Sponsor acknowledges and agrees that no representation or warranty concerning the tax consequences of the Donation, and no tax or legal advice with respect to this Agreement or the Donation, has been made to Sponsor (or to Sponsor's affiliates, successors or assigns) by FRDP or the City.
- C. Notice. All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either personally, or by mail addressed to the party at the address stated in the preamble herein. Notice by mail shall be by registered or certified U.S. mail addressed to the party to be notified, and with proper postage affixed hereto. Notice shall be effective upon receipt.
- D. Further Assurances. Each party hereto shall execute and deliver, or cause to be executed and delivered, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated herein.
- E. Amendments; Waiver. This Agreement may not be amended except by an instrument in writing signed by Sponsor and FRDP. The failure by either party to exercise in any respect any right provided for herein will not be deemed a waiver of any rights hereunder.

- F. Entire Agreement. This Agreement contains all of the promises, agreements, conditions, inducements and understandings between Sponsor and FRDP concerning the transaction contemplated herein and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between Sponsor and FRDP concerning same other than as expressly set forth herein or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith or hereafter by the parties hereto.
- G. Invalidity of Certain Provisions. The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- H. No Partnership or Joint Venture. This Agreement is not intended to create nor shall be construed to create any relationship between FRDP and Sponsor other than that of independent entities/persons contracting for the purpose of effecting the provisions hereof. It is further expressly agreed that no work, act, commission or omission of any party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative; or employee of, or joint venture with, the other party. Neither party shall have any right to bind or obligate the other party in any way nor shall such party represent that it has any right to do so.
- I. Successors and Assigns. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Sponsor and to its heirs and personal representatives and to FRDP and its successors and permitted assigns. The parties may not assign or otherwise transfer any rights or delegate any obligations under the Agreement without the other party's prior written consent, which consent may not be unreasonably withheld.
- J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile and portable document file (pdf) signatures shall be binding upon the signing party.

*(This space left blank intentionally.)*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**FRIEND OF RUSSELL C. DAVIS PLANETARIUM, LLC**

\_\_\_\_\_  
T.J. Taylor, Board President

\_\_\_\_\_  
Date

**CITY OF JACKSON, MISSISSIPPI**

\_\_\_\_\_  
Chokwe A. Lumumba | *Mayor*

\_\_\_\_\_  
Date

**“EXHIBIT “A”  
TO SPONSORSHIP AGREEMENT**

**VALUE PLANETARIUM PLAZA:** Activating the corner of Pascagoula and Lamar, the plaza approach and entrance will echo landscaping of the neighboring Art Garden and establish a new public space to sit, walk and congregate before beginning their space journey. .... \$500,000

**ATRIUM LOBBY:** A stylized new entryway will welcome guests into this breathtaking three- story atrium that instills an immediate wonder, excitement and curiosity about what lies within the Planetarium and Arts Center. .... \$500,000

**SPACE THEATER:** Guests will be whisked away to the farthest edges of the cosmos in this state-of-the-art, fully immersive 360 degree theater. .... \$500,000

**EDUCATIONAL SPACE:** This adaptive learning zone will seat up to 100 people for lectures, maker’s activities, camps, presentations and more. .... \$350,000

**SPACE STATION EXHIBIT:** Guests entering the world’s first orbital space station will be wowed by this futuristic arrival platform, which provides a look out to space and features the pronounced entrance to the Planetarium Theater. .... \$350,000

**HISTORY OF SPACE EXHIBIT:** The path to our future in space is anchored in the past, and this space will feature dynamic exhibits that tell those stories. .... \$200,000

**FUTURE OF SPACE EXHIBIT:** With Mars and the moon just over the horizon, this space will focus on the next phase of space exploration and what lies ahead. .... \$200,000

**DOWN TO EARTH EXHIBIT:** Much of the vital technologies that we use every day were birthed by the space program. This section will highlight those advancements. .... \$200,000

**MISSISSIPPI SPACE STORY EXHIBIT:** This space will tell Mississippi’s role in the history of the U.S. Space program. .... \$200,000

**VISITOR CENTER:** Guests entering the new atrium space will arrive and be greeted at this dynamic reception area and its massive video display. .... \$100,000

**GIFT SHOP:** No planetarium experience is complete without a stop at the gift shop, stocked with cool and exclusive space merchandise. .... \$100,000

**SCHOOL LAUNCH PORT:** Trips to the Planetarium are a rite of passage for all students. They will arrive and stage here before embarking on their space journey. .... \$50,000

**SPACE STATION GATEWAY:** The new atrium’s monolith stair ascends skyward, leading visitors to this sci-fi themed entryway into the space station airlock. .... \$100,000

**SPACE ELEVATOR:** This themed elevator will use motion and video effects to simulate an actual launch from the ground into the orbiting Space Station. .... \$100,000

**COMMS BASE:** A beautiful and well-appointed conference room available to book for business meetings, videoconferencing and small presentations. .... \$50,000

**MISSION CONTROL:** The nerve center of the Planetarium. This space will house the staff offices and conference space from which all missions are planned. .... \$50,000

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**MEMORANDUM OF UNDERSTANDING**

**by and between**

**CITY OF JACKSON, MISSISSIPPI**

**and**

**FRIENDS OF RUSSELL C. DAVIS PLANEARIUM, INC.**

**Dated as of \_\_\_\_\_**

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**THIS MEMORANDUM OF UNDERSTANDING**, is made and entered into as of \_\_\_\_\_ (this "MOU") by and between the City of Jackson, Mississippi (the "City"), a body politic of the State of Mississippi, and the Friends of the Russell C. Davis Planetarium, Inc. ( the "FRDP"), a Mississippi non-profit corporation

**WITNESSETH:**

**WHEREAS**, the City is the owner and operator of the Russell C. Davis Planetarium ("the Planetarium), located at 201 E. Pascagoula Street, Jackson, MS 39201 in the City; and

**WHEREAS**, the Planetarium is currently in need of renovating and installation of exhibits; and

**WHEREAS**, the City cannot currently fund all of the needed renovations and exhibits for the Planetarium; and

**WHEREAS**, the FRDP was established to promote the programs and events supported by the Russell C. Davis Planetarium and advocate for the enhancement of the facilities and programs at the FRDP, including raising funds for such purpose; and

**WHEREAS**, the City and FRDP now desire to enter into this MOU to, among other things, provide for (a) a process of soliciting contributions to be used for the design, and construction of the Planetarium and the exhibits located therein, (b) a process for soliciting funds to be placed in an endowment fund, and (c) the terms and conditions upon which sponsors may make contributions to the Planetarium and the naming rights afforded to sponsors.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. **UNDERTAKINGS OF THE CITY.** Subject to the conditions herein stated, the City agrees as follows:

(a) The FRDP has the authority to solicit contributions to be placed in a fund that will be used for the design and construction of the Planetarium and the fabrication and installation of exhibits therein and to support the programs of the Planetarium. In addition, such contributions may be placed in an Endowment Fund for the purposes set forth below.

(b) The fund, when established, shall be held in perpetuity and used solely for the benefit of the Russell C. Davis Planetarium.

(c) The fund shall never become a part of the City's budget and shall never be subject to appropriation by the governing authorities for the City.

2. **UNDERTAKINGS OF THE FRDP.** Subject to the conditions herein stated, FRDP agrees as follows:

(a) The FRDP will designate and identify the fund, when established, as the **ENDOWMENT FUND OF FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC.**, the purpose of the endowment is to solicit contributions to be used for the design of exhibitions and construction of the Planetarium and for the support of programs of the Planetarium and allow sponsors to make contributions for the benefit of the Planetarium.

(b) The **FRDP ENDOWMENT FUND** will be open to and will accept sponsorship from persons, estates, organizations, and any others who may desire to make a sponsorship, and each sponsorship, when made through the **FRIENDS OF THE RUSSELL C. DAVIS PLANETARIUM, INC.**, will be fully tax-deductible and all contributions when received by the **FRIENDS OF THE RUSSELL. C. DAVIS PLANETARIUM, INC.** will be used in accordance with this MOU unless otherwise specified.

(c) The **FRDP ENDOWMENT FUND** shall constitute an Institutional Fund and, particularly, a permanent endowment fund. It shall be managed in accordance with the Mississippi Uniform Prudent Management of Institutional Funds Act (presently section 79-11-701, et seq., Mississippi Code Annotated 1972) as amended from time to time or its then effective counterparts.

(d) Without any specific limitation in this agreement, and as a fiduciary, the **FRDP ENDOWMENT FUND** may invest in any type of property or investment consistent with the Mississippi Uniform Prudent Management of Institutional Funds Act (presently section 79-11-701, et seq., Mississippi Code Annotated 1972), as amended from time to time or its then effective counterparts, with the care of an ordinarily prudent person in similar circumstances.

(e) The purpose of the **FRDP ENDOWMENT FUND** is to provide a permanent income stream for the Russell C. Davis Planetarium and the charitable purpose of the FRDP so long as the FRDP is recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or any successor provision of federal tax law.

(f) If it becomes unnecessary, undesirable, impractical, or impossible to utilize funds for such purposes, the FRDP shall have the right to use the funds for such charitable purposes as it deems appropriate.

(g) The FRDP shall not make any determination that it is unnecessary, undesirable, impractical, or impossible to use the funds for the purpose set forth in this MOU without having given at least thirty (30) days prior written notice to the City. Notice shall be deemed sufficient if mailed certified mail, return receipt requested, to the City Clerk for the City of Jackson.

(h) The FRDP with the Community Foundation for Mississippi shall administer the **FRDP ENDOWMENT FUND** in accordance with the terms of this MOU, the Mississippi Uniform Prudent Management of Institutional Funds Act, the procedure from the administration of funds in the Community Foundation for Mississippi and the FRDP's governing instruments, as

amended from time to time, and in accordance with the procedure for the administration of similar funds of the FRDP, including charges for FRDP services.

(i) In grateful recognition of a sponsor's generosity, the FRDP will enter into "Sponsorship Agreement" with all sponsors who make contributions at a level that the City and FRDP have determined is sufficient to provide for recognition and signage as set forth in "Exhibit A." The sponsor's recognition and naming rights will be set forth in such "Sponsorship Agreement." The content of such agreement may be modified to conform to the requirements of the specific contribution, as determined by the legal department of the City.

(3) **TERMINATION.** In the event the FRDP fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the FRDP.

(4) **RECORDS.** FRDP shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.

(5) **EFFECTIVE DATE.** This MOU shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such acceptance and execution.

(6) **SEVERABILITY.** If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

(7) **APPLICABLE LAW.** This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi.

(8) **EQUAL OPPORTUNITY.** In connection with the performance of the FRDP's duties under this MOU, the FRDP agrees not to discriminate in any manner whatsoever, against any person because of race, creed, color, religion, sex, sexual orientation, age, national origin, disability, ancestry, or political affiliation.

(9) **NON-ASSIGNMENT.** FRDP understands and agrees that it shall not assign, transfer, delegate, or subcontract with respect to any of its rights, benefits, obligations, interests, or duties under this MOUS without the prior consent from the governing authorities for the City of Jackson. Provided, however, the FRDP may maintain the subject fund with the Community Foundation for Mississippi, or its successors, or any other qualified fiduciary.

(10) **NON-WAIVER OF BREACH:** The parties agree that the City may assert any and all remedies available at law and equity in the event of default or breach and shall not be

waived. No assent, expressed or implied, by the parties hereto to the breach of the conditions of this MOU shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the MOU.

(11) **RIGHT TO INSPECT RECORDS.** The City, or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the FRDP ENDOWMENT FUND pertaining to the funds related to this MOU. Further, the FRDP shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the FRDP and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.

(12) **INDEMNIFICATION.** The FRDP agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the FRDP, its employees, agency, or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.

(13) **FORCE MAJEURE.** The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this MOU for any cause beyond its control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.

(14) **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

(15) **ENTIRE AGREEMENT.** This MOU shall constitute the full, complete, and entire agreement between the parties with respect to the subject matter of the agreement. The provisions of this agreement supersede all prior or contemporaneous, oral or written, communications, agreements, and understandings of the parties with respect to the subject matter of this agreement.

**IN WITNESS WHEREOF,** the parties hereby have caused this MOU to become effective upon the execution and acceptance hereof by the parties.

**FRIEND OF RUSSELL C. DAVIS PLANETARIUM, LLC**

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T.J. Taylor, Board President

Date

**CITY OF JACKSON, MISSISSIPPI**

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Chokwe A. Lumumba | *Mayor*

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Date

