



**Monday, October 7, 2024
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Agenda Review

Agenda Adjustments - Add Policy Items #24 and #25 at the request of the Administration as follows:

- 24. 2024-566** Approve Name, Image, and Likeness (NIL) Marketing Agreement with To The Top Collective, LLC, for advertising services related to student-athlete, Melyia Grayson, in an amount, together with service fees, not to exceed \$3,200.00 (Student Athlete \$2500.00) in accordance with Mississippi 17-3-1 and authorize the Mayor to execute; authorize issuance of manual check for the same.
- 25. 2024-567** Approve Name, Image, and Likeness (NIL) Marketing Platform with Opendorse, for advertising services related to student-athlete, Lauren Jones, in an amount, together with service fees, not to exceed \$3,200.00 (Student Athlete \$2500.00) in accordance with Mississippi 17-3-1 and authorize issuance of online payment for the same.

Agenda Adjustments - add Work Session Item #6 as follows:

- 6. 2024-561** Temporary units and temporary dwellings, requested by Councilmember Ware.

Work Session

- 1. 2024-554** Hattiesburg Public School District 2023-2024 Accountability Ratings, presented by Dr. Williams, HPSD.
- 2. 2024-555** Update on Economic Impact of Tourism, presented by Visit Hattiesburg.
- 3. 2024-556** Short-Term Rental Ordinance Discussion, requested by Councilmember George.
- 4. 2024-557** The use of contract labor at city facilities, requested by Councilmember Delgado.
- 5. 2024-558** Alternatives to youth violence and continued shootings, requested by Councilmember Delgado.

Citizens' Forum

Meeting Recess



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, October 7, 2024

Re: Approve Name, Image, and Likeness (NIL) Marketing Agreement with To The Top Collective, LLC, for advertising services related to student-athlete, Melyia Grayson, in an amount, together with service fees, not to exceed \$3,200.00 (Student Athlete \$2500.00) in accordance with Mississippi 17-3-1 and authorize the Mayor to execute; authorize issuance of manual check for the same.
File Number: 2024-566
Minute Book #

Summary

Recommendation Statement

Please place this on the October 7, 2024 City Council meeting for consideration.

TO THE TOP COLLECTIVE, LLC

NAME, IMAGE, AND LIKENESS CONTRACTUAL AGREEMENT

- I. **The Parties.** This NIL agreement is made between **TO THE TOP COLLECTIVE, LLC**, with a mailing address of PO BOX 18102, City of Hattiesburg, State of MS , and **The City of Hattiesburg Mayor Toby Barker** for athlete activation of: **MELYIA GRAYSON** (Student-Athlete)

Whereas **TO THE TOP COLLECTIVE, LLC** intends to pay for services provided, effective, (August 1st, 2024) under the following terms and conditions.

II. Scope of Work. The student-athlete agrees to perform the following:

1. At least one social media post promoting To The Top Collective, LLC, its affiliates, partners, and any other business as directed by To The Top Collective, LLC.
2. To personally appear, when requested, at To The Top Collective, LLC, public event, including but not limited to Football Tailgates, Baseball Tailgates, business promotional events, and other events as directed by To The Top Collective.
3. To personally appear at events, perform certain services, and make promotional posts, for The City of Hattiesburg and Mayor Toby Barker, to promote the opportunities and benefits of the City of Hattiesburg. Said events, services, and posts shall be in the discretion and at the request of the City of Hattiesburg.

Hereinafter known as “Services.”

- III. Payment.** In consideration for the Services to be performed by the Student-Athlete, The City of Hattiesburg agrees to pay To The Top Collective **\$2,500.00** for Student-Athlete services, together with service fees, an amount not to exceed \$3,200.00 for Athlete Activation and Administrative Services. Completion shall be described as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Business (This City of Hattiesburg.)

IV. Term and Termination. This Agreement shall be a twelve (12) month agreement. Said Agreement shall begin on the date of execution, and end on the twelve (12) month anniversary of said execution. However, in the event said Student-Athlete is no longer a member of the University of Southern Mississippi Basketball Team, this agreement shall become null and void, and neither party responsible to the other for any further act or agreement.

V. Governing Law. This Agreement shall be governed under the laws in the State of Mississippi.

VI. Additional Terms and Conditions. To The Top Collective, LLC. Will be responsible for all tax liabilities from the payments.

The City of Hattiesburg

Mayor Toby Barker

TO THE TOP COLLECTIVE, LLC

PETER BOEHME



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, October 7, 2024

Re: Approve Name, Image, and Likeness (NIL) Marketing Platform with Opendorse, for advertising services related to student-athlete, Lauren Jones, in an amount, together with service fees, not to exceed \$3,200.00 (Student Athlete \$2500.00) in accordance with Mississippi 17-3-1 and authorize issuance of online payment for the same.

File Number: 2024-567

Minute Book #

Summary

Recommendation Statement

Please place this on the October 7, 2024 City Council meeting for consideration.

Athlete Responsibilities:

1. Social Media Promotion

- The student-athlete will create a minimum of 1-3 monthly social media posts on platforms such as Instagram, Facebook and TikTok.
 - Posts should highlight local events, businesses and recreational activities in Hattiesburg.
 - Content will incorporate personal experiences, favorite city spots or notable aspects of Hattiesburg.

2. Community Engagement Events

- The student-athlete will participate in at least four city-hosted events during the contract term, such as festivals, parades, or special city initiatives.
 - At these events, athletes will engage with the community, share their stories and promote the city's commitment to supporting local talent.
 - Athletes will appear in promotional materials, including photos and videos, for these events.

3. Video and Photography Content

- Athletes will appear in 2-3 promotional videos or photo campaigns highlighting the city's appeal to students and athletes or promote city events.
 - These videos will focus on Hattiesburg's community, lifestyle, education, and recreational amenities.
 - Athletes will share these materials on their social media channels.

4. University Recruitment Promotion

- During university functions, athletic events, and media appearances, athletes will speak about the benefits of attending local universities and staying in Hattiesburg.
 - They will encourage other student-athletes to explore opportunities at William Carey University or the University of Southern Mississippi.