

**MINUTES OF
MISSISSIPPI TORT CLAIMS BOARD
WEDNESDAY, MAY 11, 2022**

The Mississippi Tort Claims Board (Board) meeting was held at 1:30 p.m. in Room 138, Woolfolk State Office Building; 501 North West Street; Jackson, Mississippi.

The following members were present, constituting a quorum:

Buffington, Phillip; Chairman
Kelsey, Christina; Representing MS Insurance Department Commissioner Mike Chaney
Smith, Denita; Representing MS Department of Public Safety Commissioner Sean Tindell
Turner, Kim; Representing MS Attorney General Lynn Fitch
Welch, Liz; Executive Director, MS Department of Finance & Administration

Also present were:

Bolin, Liz; Attorney General's Office
Burkhalter, Chris; The Burkhalter Group
Cooper, Owen; MDOT Legal Intern
Donaldson, Bruce; Tort Claims Board
Kelly, Trina; Tort Claims Board
Logan, Jim; Tort Claims Board
Milner, Steve; Tort Claims Board
Rayburn, Amanda; Tort Claims Board
Smith, Dan; Attorney General's Office
Wells, Lisa; Cannon Cochran Management Services Inc.
Wilson, Jeff; Trinity Capital

The Chairman called the meeting to order and recognized the contribution Attorney Steve Edds made to the Mississippi Tort Claims Board as Chair. He was our former Chairman who passed away a few weeks ago. He will be missed in the community and his service throughout the state.

Motion was made by Mrs. Welch to approve the minutes per corrections being made of the March 10, 2022 meeting. Ms. Kelsey seconded the motion, which passed unanimously.

In Old Business, Mr. Donaldson told the Board that they will find a copy of the executed contract with the Burkhalter Group. We are happy to advise that we are set with them for another five years for actuarial services for the Board. Mr. Donaldson informed the Board that under item "B" of the TPA contract with CCMSI from the last meeting, this is for the one year extension to the current contract according to the DFA Office of Procurement & Contracts. Everything is progressing according to plan and hopefully it will all be executed by the next Board meeting.

There was no New Business.

Mr. Logan presented the financial report. Page one is cash flow analysis for the period of March and April. The claim loses for the year so far is \$835,000 which is a lot less than what we had this time the last few years. We are looking good as far as expenditures for claims. Page two is the budget comparison report and under commodities, we have spent for the year right at 87% which is high and that is due to the cost of gas. Mr. Logan says it has eaten into the budget for commodities and next year he will factor in more budget for gas because of Mr. Milner traveling.

Mr. Wilson presented the executive summary of the portfolio to the Board. The book value to market value for the portfolio has continued to drop as we had talked about last month. We are continuing to see interest rates rise albeit so much slower than the first few months of the year. This has caused a continuing deterioration of the market value. We anticipate this will start leveling off sometime this summer. We have another inflation report today, and it went about as we thought. It was a big splash in the headlines and then market prices went up and yields went down. The yielded portfolio is now climbed back over 1% after languishing in the double digits area of 65 and 75 most of last year. I think you can continue to expect to see that climb also, as we go through the calendar year. Not much changed between now and the fiscal year. We are trying to take advantage of the rates popping up. We have maintained a below 40% level of the floating rates securities that as bonds have matured we have bought new bonds that average around 3% for about four to five years. That gives two of the goals we talked about this time last year when we wanted to get a little higher rate of return to extend out the curve because we were so short. The total of the trunk portfolio is at negative 2% for the fiscal year. The return on the index measured is negative five so we have out performed the index significantly and you can continue to see that.

Mr. Milner provided the members a report of his Loss Control activities since our last meeting. He informed the Board that he had nothing new to report and business is as usual.

Mr. Donaldson presented three attorneys requesting to be added to the approved attorney register. They all meet the eligibility requirements of the Board and staff recommends approval. Attorney Jason Dare at Biggs, Pettis, Ingram & Solop, PLLC; Attorney William Hussey at Maxey Wann, PLLC and Attorney Mallory Street at Wise Carter. Ms. Turner motion to approve the attorneys and Mrs. Welch seconded. The motion passed unanimously.

Mr. Donaldson presented a list of 25 political subdivisions with the recommendation of the Board approval for renewal of Certificates of Coverage. There are more than these because in this we have the Mississippi Municipal Plan with a membership of approximately 250 and the Mississippi Association of County Supervisors Trust with a membership of approximately 65. We have reviewed their submission and they are all in compliance with the statute requirements. Ms. Turner made a motion to approve, and Ms. Kelsey seconded. The motion passed unanimously.

Mrs. Rayburn had no Claims Report.

There being no further business to come before the Board, the Chairman asked for a Board member to motion the meeting be adjourn. Mrs. Welch made the motion and Ms. Kelsey seconded the motion, which passed by unanimous vote. The meeting was adjourned.



PHILLIP BUFFINGTON, CHAIRMAN



MIKE CHANEY, BOARD MEMBER



LYNN FITCH, BOARD MEMBER



DAVID MCRAE, BOARD MEMBER



SEAN TINDELL, BOARD MEMBER



LIZ WELCH, BOARD MEMBER

CHRIS WELLS, BOARD MEMBER

Mississippi Tort Claims Board
May 11, 2022 - 1:30pm
Conference Center North, Room 138
First Floor, Woolfolk Building
Jackson, Mississippi

ATTENDANCE LIST

<u>NAME</u>	<u>DEPARTMENT/COMPANY</u>
Bruce Donaldson	Tort
TRINA Kelly	Tort
Amanda Raybuen	Tort
Jim Logan	Tort
Steve Milnee	Tort
Chris Buekhattee	Buekhattee Group
Jeff Wilson	Trinity
Kim Turner	AG Office
Lisa Wells	CCMSI
Devita Smith	DPS
Liz Bolin	AG Office
Dan Smith	AG Office
Phillip Battington	Chairman
Liz Welch	DEA
Christina Kelsey	Insurance Dept.
Owen Cooper	Inteen @ MDOT Legal

Mississippi Tort Claims Board
Wednesday, May 11, 2022 – 1:30 P.M.

AGENDA

- I. Approval of Minutes
 - A. March 10, 2022

- II. Old Business
 - A. Actuary Contract – The Burkhalter Group
 - B. TPA Contract – 1 Year Extension

- III. New Business

- IV. Financial Reports
 - A. Financial Report – Jim Logan
 - B. Investment Report – Jeff Wilson

- V. Loss Control – Steve Milner

- VI. Attorney General’s Report – Bruce Donaldson

- VII. Certificates of Coverage – Bruce Donaldson

- VIII. Claims Report – Amanda Rayburn

- IX. Adjournment

**MINUTES OF
MISSISSIPPI TORT CLAIMS BOARD
THURSDAY, MARCH 10, 2022**

The Mississippi Tort Claims Board (Board) meeting was held at 1:30 p.m. in Room 138, Woolfolk State Office Building; 501 North West Street; Jackson, Mississippi.

The following members were present, constituting a quorum:

Buffington, Phillip; Chairman
Chaney, Mike; Commissioner, MS Insurance Department
McRae, David; Treasurer, MS State Treasury
Smith, Denita; Representing Department of Public Safety Commissioner Sean Tindell
Turner, Kim; Representing MS Attorney General Lynn Fitch
Welch, Liz; Executive Director, MS Department of Finance & Administration

Also present were:

Bolin, Liz; Attorney General's Office
Buford, David; Institution of Higher Learning
Denne, Rod; Institution of Higher Learning
Donaldson, Bruce; Tort Claims Board
Henderson, Tom; Tort Claims Board
Kelly, Trina; Tort Claims Board
Kelsey, Christina; MS Insurance Department
Lanford, Mike; Department of Finance & Administration
Logan, Jim; Tort Claims Board
Milner, Steve; Tort Claims Board
Price, Kristy; Cannon Cochran Management Services Inc.
Rayburn, Amanda; Tort Claims Board
Smith, Dan; Attorney General's Office
Wilson, Jeff; Trinity Capital

The Chairman called the meeting to order.

Motion was made by Mr. McRae to approve the minutes of the January 13, 2022 meeting. Mr. Chaney seconded the motion, which passed unanimously.

In Old Business, Mr. Donaldson informed the Board that as of February 28, 2022 we had two Tort Claims bills remaining active. House Bill 172 and Senate Bill 2624 both died in the Mississippi Legislature 2022 Regular Session. Mr. Donaldson said we still have the Tort Claims Board Budget part of the DFA appropriations which is progressing forward. So far they have cut our budget request by approximately \$13,000.

In New Business, Mr. Donaldson informed the Board of the two contracts that are coming up for renewal soon. The first one is with Chris Burkhalter our actuarial contract. The DFA Office of Procurement and Contracts has completed the contract draft you have as to form, for the Tort Claims Board approval today. We are currently in our final year with our current contract with the Burkhalter Group for actuarial services to the Board that will be expiring on June 30, 2022. The Burkhalter Group is a local Mississippi company providing excellent service to the Board for many years. The Board will find in your folders a draft proposal for renewal, agreed upon by the Burkhalter Group. This is a four year contract with a one year option. Under item three, the Burkhalter Group has agreed to provide services for the first year July 1, 2022-2023 in the sum of \$12,500, and 2023-2024 for \$13,000 and 2024-2025 for \$13,500 and 2025-2026 \$13,500 and 2026-2027 for \$13,500. Any other work not covered under the contract, but requested by the Board will be billed at \$250 per hour. The staff recommends that the Board approve this draft as to form providing in the motion such a way as to allow the DFA Office of Procurement and Contracts the necessity to make minor edits. Mr. Chaney made a motion to accept this contract and Mr. McRae seconded. The motion passed unanimously.

Mr. Donaldson presented the second item DFA Office of Procurement and Contracts completed this draft contract as to form submitting to the Board for approval. This is our CCMSI TPA contract. Effective September 30, 2022, our current four year contract with our TPA will be expiring so under the provisions of the current contract, the Board may elect to extend the current contract for one additional year under the same terms and conditions. In your folder, you will find AMENDMENT NUMBER ONE personal service contract completed by the DFA Office of Procurement and Contracts allowing to extend the contract October 1, 2022 through September 30, 2023. The staff recommends that Board authorize this AMENDMENT NUMBER ONE exercising the option of one year renewal with CCMSI, with a motion in such a way to allow the DFA Office of Procurement and Contracts the necessity minor edits as required. Ms. Turner made a motion to authorize it and Mrs. Welch seconded. The motion passed unanimously.

Mr. Logan presented the financial report. Page one is cash flow analysis since February. The assessments received is the total assessments that we bill out this year so we are paid in full. The total funds we have right now is just under \$20 million, reserves at the end of February at \$7.6 million which leaves unencumbered funds available \$12.2 million. Claims payment paid to date \$688,000 and legal expenses \$323,000. Page two is the budget comparison report shows how our payments are and what was allotted for the year. Everything is going fine in the categories, the bottom line total expended so far is 27.62% of the total allotment. Ms. Turner made a motion to approve and Mrs. Welch seconded. The motion passed unanimously.

Mr. Wilson presented the executive summary of the portfolio to the Board. He said the market value portfolio has now dropped below the cost value, but that drop in market value has been mitigated by two factors. One is the floating rate securities which we continue to own which is right now under 40% of the portfolio and we talked about the TIPS bond. That also helped mitigate that loss. We did sell the TIPS, didn't get the high, we missed it by a day, but close to a home run for treasury trade that earned us almost double amount. Going forward, you can anticipate the rates will continue to climb slowly probably into the early part of the summer

at which time inflation will begin to cool. It's our opinion you will see a dampening of the economy, sales numbers will began to slow down dramatically without having any stimulus payments to spend and zero wage growth. We will be watching closely to avoid recession with the FED. The FED did a poor job managing the interest rate environment as rates fell. We anticipate them doing just as poorly coming back up they are going to overact. Take as much as possible like a 50 basis point hike this month or maybe even a 1 point hike they don't listen to money matters. So the other quarters probably seven or eight 25 basis points move to get to 2%. It will probably choke off the economy to some degree. We anticipate rates will then flatten out and began to drop. We are going to use the floating rate money and the short term money to extend that. Mr. McRae made the motion to accept and Mr. Chaney seconded. The motion passed unanimously.

Mr. Milner provided the members a report of his Loss Control activities since our last meeting. He informed the Board that he is working close with the new state troopers to get them off to a new start because they have a unique level of liability. The ten ride-a-longs since the last meeting included two districts: Troop G, Troop D and working next week with Troop H.

Mr. Donaldson presented three attorneys to be added to the approved attorney register. They all meet the eligibility requirements of the Board and staff recommends approval. Attorney Jason Dare at Biggs, Pettis, Ingram & Solop, PLLC; Attorney S. Ray Hill, III at Clayton O'Donnell, PLLC and Honorable Mallory Street at Wise Carter. Mr. Chaney motion to table all three of the requests and Mrs. Welch seconded. Chairman asked if there was any discussion. The motion passed unanimously.

Mr. Donaldson presented a list of 26 political subdivisions with the recommendation of the Board approval for renewal of Certificates of Coverage. We have reviewed their submission and they are all in compliance with the statute requirements. Mr. McRae made a motion to approve and Mrs. Welch seconded. The motion passed unanimously.

Mrs. Rayburn presented a case with the Mississippi Department of Public Safety concerning the Mississippi Bureau of Fleet Management Vehicle Use Policy. The Board came to a conclusion that the employee personal vehicle insurance coverage would follow the driver.

There being no further business to come before the Board, the Chairman asked for a Board member to motion the meeting be adjourn. Mr. Chaney made the motion and Mrs. Welch seconded the motion, which passed by unanimous vote. The meeting was adjourned.



PHILLIP BUFFINGTON, CHAIRMAN



MIKE CHANEY, BOARD MEMBER

Lynn Fitch by Kevin

LYNN FITCH, BOARD MEMBER

DAVID MCRAE, BOARD MEMBER

Sean Tindell by Austin S. Griffith

SEAN TINDELL, BOARD MEMBER

Liz Welch

LIZ WELCH, BOARD MEMBER

CHRIS WELLS, BOARD MEMBER



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

ACTUARIAL SERVICES CONTRACT

This Personal Service Contract (“Contract”) is made by and between the Mississippi Tort Claims Board (the “Board”), acting administratively through the Department of Finance and Administration, a state agency (the “DFA” or “Agency”), whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and The Burkhalter Group (the “Contractor”), who address is P O Box 1546; Madison, Mississippi 39130 on the 13th day of April, 2022, under the following terms and conditions:

1. Scope of Services

The Contractor will provide actuarial services, including but not limited to:

- Conducting an annual actuarial survey of state agency assessment requirements for financing the Mississippi Tort Claims Fund, including required minimum reserve schedules;
- Presenting testimony to the Mississippi State Legislature and Board as needed; and,
- Providing such other related services as may be required by the Board, providing that the Contractor has the technical capability to render such service.

2. Contract Term

- A. The effective date of this Contract will be July 1, 2022. This Contract’s term will be for four (4) years with one (1) optional one-year renewal to be exercised in the discretion of the Board.
- B. All records and information provided by Board to the Contractor are the sole property of the Board and shall be returned to the Board within thirty (30) days of the termination date of this Contract.
- C. Upon termination of this Contract, the Contractor shall cooperate with the Board and the new Contractor during the transition of the Board’s business to the new Contractor. Upon request from the Board, the Contractor shall provide to the new Contractor and/or Board all Board information maintained by the Contractor in a time frame specified by the Board.

3. Consideration

The Board agrees to compensate the Contractor for services approved by the Board and performed by the Contractor under the terms of this Contract on the following schedule:

- For the period July 1, 2022 – June 30, 2023 - \$12,500
- For the period July 1, 2023 – June 30, 2024 - \$13,000
- For the period July 1, 2024 – June 30, 2025 - \$13,500
- For the period July 1, 2025 – June 30, 2026 - \$13,500

For the period July 1, 2026 – June 30, 2027 - \$13,500 (optional renewal year)
Any related services not covered by this Contract but requested by the Board shall be billed at \$250 per hour. Travel expenses outside the Jackson, Mississippi area will be in addition to any of the above rates and shall require prior approval from the Board.

4. Availability of Funds

It is expressly understood and agreed that the obligation of DFA to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DFA, the DFA shall have the right upon ten (10) working days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice. Miss. Code Ann. § 31-7-301, *et seq.*

6. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. Applicable Law

The Contract 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 said State. The Contractor shall comply with applicable federal, state, and local laws and regulations.

8. Compliance with Laws

Contractor understands that DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other

consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

9. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. Contractor shall not assign, subcontract or otherwise transfer this Contract, in whole or in part, without the prior written consent of DFA, which DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations, without said consent, shall be null and void. No such approval by DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DFA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

10. Transparency

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

11. Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. No act performed

or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on DFA. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DFA and DFA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

12. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. § 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject the Contractor to the following:

- (1) termination of this Contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year,
- (3) Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to the Contract cancellation or loss of license or permit to do business in the State.

13. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary,

that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

14. Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid, proposal or qualifications.

15. Representation Regarding Gratuities

The Bidder, Offeror, or the Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Miss. Code Ann. § 25-4-105.

16. Termination for Convenience

(1) *Termination.* The Agency Head or designee may, when the interests of DFA so require, terminate this Contract in whole or in part, for the convenience of DFA. The Agency Head or designee shall give written notification of the termination to the Contractor specifying the part of the Contract terminated and when the termination becomes effective.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to DFA. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. Termination for Default

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

18. Termination Upon Bankruptcy

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

19. Stop Work Order

- (1) *Order to stop work.* The Chief Procurement Officer, may by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
- (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
- (2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Contract; and,
 - (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

- (3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustments of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this Contract.

20. Price Adjustment

- (1) *Price Adjustment Methods.* Any adjustment in contract price pursuant to this contract shall be made in one or more of the following ways:
 - a. by agreement on a fixed price adjustment before commencement of the additional performance;
 - b. by unit prices specified in the contract;
 - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - d. by a price escalation clause.
- (2) *Submission of Cost or Pricing Data.* The contractor shall provide cost or pricing data for any price adjustments.

21. Ownership of Documents and Work Papers

DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project, which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DFA upon termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DFA and subject to any copyright protections.

22. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

23. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its

partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Contract . In the State's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

24. Change in Scope of Work

DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by DFA and the Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify DFA in writing of this belief. If DFA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

25. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

26. Inclusion of Quote

The inclusion of the Contractor's quote as an attachment to this Contract is not an acceptance of the Contractor's terms and conditions. Any references to the Contractor's terms and/or conditions of sale are not applicable to this Contract. The Contractor expressly accepts all terms and conditions of the State of Mississippi.

27. Notices

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:
Christopher J. Burkhalter
The Burkhalter Group
P O Box 1546
Madison, Mississippi 39130-1546

For Board/DFA:
Saranne Smith
Office of Procurement and Contracts
501 North West Street
Jackson, Mississippi 39201

Witness our signatures, on this the 13th day of April, 2022.

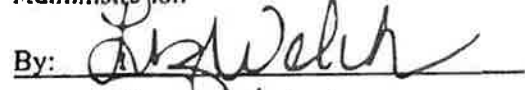
The Burkhalter Group

By: 

Name: CHRISTOPHER J. BURKHALTER

Title: PRESIDENT

Mississippi Department of Finance and
Administration

By: 

Name: Liz Welch

Title: Executive Director

MISSISSIPPI TORT CLAIMS BOARD
Combined Financial Report - Fiscal Year 2022
Fund 3308100000

-----CASH FLOW ANALYSIS-----

	March	April	Year-To-Date
REVENUE:			
Assessments Received	0.00	0.00	4,283,318.80
Interest	3,393.18	2,495.71	21,215.86
Investment Interest	52,872.22	4,447.11	100,570.53
Sale of Scrap	0.00	0.00	1,508.00
Refund of Prior Year Disbursement	0.00	0.00	132.80
Prior Year Cancelled Warrant	0.00	449.99	449.99
Transfer In Funds	0.00	0.00	750,000.00
Total Revenue	\$ 56,265.40	\$ 7,392.81	\$ 5,157,195.98
EXPENSES:			
Claim Losses - TCB and TPA	69,738.68	77,200.01	835,401.98
Legal Expenses - TCB and TPA	51,675.11	28,708.64	404,115.01
Other Expenses - TCB and TPA	0.00	312.50	5,610.05
Administrative Expenses Paid	56,099.43	113,172.36	797,932.56
Transfer of Funds - Out	0.00	0.00	750,000.00
Total Expenses	\$ 177,513.22	\$ 219,393.51	\$ 2,793,059.60
FUNDS ON HAND:			
Beginning Balance	\$ 19,934,593.34	\$ 19,813,345.52	
Revenue	56,265.40	7,392.81	
Expenses	(177,513.22)	(219,393.51)	
Adjustments (LAPSE PERIOD)	0.00	0.00	
Total Funds	\$ 19,813,345.52	\$ 19,601,344.82	
Cash in Treasury	\$ 6,737,330.61	\$ 6,592,544.85	
Investment in Treasury	\$ 12,889,273.10	\$ 12,893,720.21	
TPA Trustmark Bank Balance	186,741.81	115,079.76	
Total Funds By Account	\$ 19,813,345.52	\$ 19,601,344.82	
Less Reserves	\$ 7,660,275.69	\$ 7,807,047.22	
Unencumbered Funds Available	\$ 12,153,069.83	\$ 11,794,297.60	

-----CLAIMS/RESERVES DETAIL (Year-To-Date)-----

	Tort Board	Mgt. Services	TOTAL
Claims - Payments	\$ 122,163.16	\$ 713,238.82	\$ 835,401.98
Claims - Legal Expenses	398,818.83	5,296.18	404,115.01
Claims - Other Expenses	210.00	5,400.05	5,610.05
Total Paid Out to Date	\$ 521,191.99	\$ 723,935.05	\$ 1,245,127.04
OUTSTANDING RESERVES	666,035.39	7,141,011.83	7,807,047.22
Total Claims & Reserves	\$ 1,187,227.38	\$ 7,864,946.88	9,052,174.26
Number of Claims Created	546	257	803
Number of Claims Paid	204	107	311
Total Open Claims	1,391	299	1,690
AVG. CLAIM \$ / # CLAIMS PAID	\$598.84	\$6,665.78	\$ 2,686.18
AVG. RESERVE / OPEN CLAIMS	\$478.82	\$23,882.98	\$ 4,619.55

NOTE: Information represents combined operations for Treasury Fund 3081 and the Trustmark account (utilized by CCMSI).

MISSISSIPPI TORT CLAIMS BOARD

Budget Comparison Report

Treasury Fund 3308100000

Fiscal Year 2022

Expenses:	Total Budget	March 2022	April 2022	Year To Date Expenditures	Ending Balance	Percent Expended
A1-Salaries	\$ 611,647.00	\$ 49,790.01	\$ 49,790.07	\$ 492,925.04	\$ 118,721.96	80.59%
A2-Travel	4,000.00	0.00	0.00	2,009.93	1,990.07	50.25%
B-Contractual	1,634,410.00	52,959.53	91,579.20	695,877.72	938,532.28	42.58%
C-Commodities	7,000.00	2,018.10	506.98	6,102.50	897.50	87.18%
D2-Capital Outlay	2,000.00	0.00	0.00	0.00	2,000.00	0.00%
E-Subsidies	4,300,000.00	5,230.12	5,849.22	872,163.16	3,427,836.84	20.28%
SUBTOTAL	<u>\$ 6,559,057.00</u>	<u>\$ 109,997.76</u>	<u>\$ 147,725.47</u>	<u>\$ 2,069,078.35</u>	<u>\$ 4,489,978.65</u>	<u>31.55%</u>
TPA Expended		<u>67,515.46</u>	<u>71,668.04</u>	<u>723,981.25</u>		
TOTAL Expended		<u>\$ 177,513.22</u>	<u>\$ 219,393.51</u>	<u>\$ 2,793,059.60</u>		

TRINITY

TRINITY CAPITAL INVESTORS

May 2, 2022

Mr. Bruce Donaldson
Mississippi Tort Claims Board
P O Box 267
Jackson, MS 39205-0267

Re: April 2022 Portfolio Highlights

Total Portfolio	Book Value	\$12,923,521
	Market Value	\$12,402,115
FY 2022 Internal Rate of Return		0.93%
Current Portfolio Book Yield		1.03%
Market Yield		1.37%
Weighted Average Life		Approximately 3 years
FY 2022 Earnings		100,570
Accrued Interest		18,696

1675 Lakeland Drive Suite 400 Jackson, MS 39216
Telephone 601-956-3511
Fax 601-956-3513

Security Inventory
 Booking Report
 April 2022
MISSISSIPPI TORT CLAIMS FUND

Security Group	Type	Par Value	Book Value/ Cost
AGEN	FFCB	4,900,000	4,901,448.15
	FHLB	4,619,616	4,618,740.38
CMO	GNMA		1,254,776.48
	FHR		88,409.23
	FNR		720,120.01
US TREAS			1,247,539.06
INTEREST			4,447.11
CASH			92,487.30
			12,923,520.61



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI TORT CLAIMS BOARD
C. PHILLIP BUFFINGTON, CHAIRMAN

MIKE CHANEY, Commissioner
Insurance Department
LYNN FITCH, Attorney General
Office of Attorney General
DAVID McRAE, Treasurer
Department of Treasury

SEAN TINDELL, Commissioner
Department of Public Safety
LIZ WELCH, Executive Director
Department of Finance and Administration
CHRIS WELLS, Executive Director
Department of Environmental Quality

MEMORANDUM

TO: Mississippi Tort Claims Board
FROM: Steve Milner
DATE: May 11, 2022
RE: Loss Control Report

Since the last Board meeting, loss control services for the Tort Claims Board include:

- 6 Days Mudbug Festival (Fairgrounds)
- 5 State Trooper Ride a Longs
- 4 Accident Investigations
- 27 State Property/Leased Property Inspections
- 1 Risk Management Presentation
- 2 Defensive Driving Classes
- 3 Risk Management Consultations
- 2 State Trooper Injury Investigations



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI TORT CLAIMS BOARD
C. PHILLIP BUFFINGTON, CHAIRMAN

MIKE CHANEY, Commissioner
Insurance Department
LYNN FITCH, Attorney General
Office of Attorney General
DAVID McRAE, Treasurer
Department of Treasury

SEAN TINDELL, Commissioner
Department of Public Safety
LIZ WELCH, Executive Director
Department of Finance and Administration
CHRIS WELLS, Executive Director
Department of Environmental Quality

MEMORANDUM

TO: Mississippi Tort Claims Board
FROM: Bruce Donaldson
DATE: May 11, 2022
RE: Additions to Defense Attorney List

RECOMMENDATION: Staff recommends approval of (3) attorneys for inclusion on Defense Attorney List

Honorable Jason Dare
Biggs, Pettis, Ingram & Solop, PLLC
Jackson, Mississippi 39201

Honorable William H. Hussey
Maxey Wann, PLLC
Jackson, Mississippi 39207

Honorable Mallory Street
Wise Carter
Jackson, Mississippi 39205

Jason E. Dare
jdare@bpislaw.com
Direct: 601.987.5307



P.O. Box 14028
Jackson, MS 39236-4028

111 E. Capitol Street, Ste. 101
Jackson, MS 39201

Telephone: 601.713.1192
Facsimile: 601.987.5307

www.bpislaw.com

February 25, 2022

Mississippi Tort Claims Board
501 North West Street, Suite 1319
Jackson, Mississippi 39205
Via Email: Amanda.Rayburn@dfa.ms.gov

Re: Request for Approval - MTCB Approved Attorney Register

Dear Mississippi Tort Claims Board:

Please accept this letter as my request to be considered for inclusion in the Mississippi Tort Claims Board's Approved Attorney Register. Attached hereto is a copy of my Resume for the Board's consideration.

I have practiced law in Mississippi since March of 2003 – almost 19 years – and have focused the majority of my practice in the area of civil litigation defense. During that time, I have represented many of the community hospitals, police departments, and sheriff's departments of this State, with the claims against them typically falling within the protections, limitations, and immunities of the Mississippi Tort Claims Act, MISS. CODE ANN. § 11-46-1 *et seq.* Much of my representation of such entities has also included defense of federal claims brought pursuant to the procedural vehicle of 42 U.S.C. § 1983. I have defended over 55 cases through either a jury trial, bench trial for MTCA claims, or on appeal.

I am now and have been through the entirety of my legal practice in good standing with the Mississippi Bar Association.

Should you have any questions or comments for me relating to this request, please do not hesitate to contact me at either jdare@bpislaw.com or 601.987.5307.

Sincerely,

BIGGS, PETTIS, INGRAM & SOLOP, PLLC

/s/ Jason E. Dare

Jason E. Dare



Jason E. Dare
jdare@bpislaw.com
Direct: 601.987.5307
Cell: 601.573.7580



P.O. Box 14028
Jackson, MS 39236-4028

111 E. Capitol Street, Ste. 101
Jackson, MS 39201

Telephone: 601.713.1192
Facsimile: 601.987.5307

<https://www.bpislaw.com/attorneys/29/jason-e-dare>

JASON E. DARE - BIO

ABOUT

I concentrate my litigation and appellate practice in the areas of civil rights liability and defense; county and municipal liability; lender and surety liability; general business liability; and insurance defense. I have obtained over 300 favorable judgments on behalf of clients and has successfully defended over 55 civil cases at trial and/or on appeal. According to Westlaw records of the reported dispositive motions that I have filed since 2015, 70% were granted in whole or in part.

EDUCATION

- 2003 – J.D., University of Mississippi School of Law
- 1998 – B.S. (Biology / Chemistry), University of Louisiana-Monroe

ADMISSIONS

- Mississippi
- United States Supreme Court
- Fifth Circuit Court of Appeals
- United States District Court for the Northern & Southern Districts of Mississippi

APPEALS (previous 5 years)

- *Burnett v. Hinds Cty. Bd. of Supvs.*, 313 So. 3d 471 (Miss. 2020).
- *Fritz v. A.E. New, Jr., Inc.*, 298 So. 3d 7 (Fla. Dist. Ct. App. 2020).
- *MEC, Inc. v. Lowndes Cty. Bd. of Supvs.*, 759 F. App'x 331 (5th Cir. 2019).
- *Gerhart v. Barnes*, 724 F. App'x 316 (5th Cir. 2018), *cert. denied*, 139 S. Ct. 1239 (2019).
- *Cathcart v. Fairly*, 227 So. 3d 1176 (Miss. App. 2017).
- *Hill v. Hinds Cty.*, 237 So. 3d 838 (Miss. App. 2017), *cert. denied*, 237 So. 3d 1269 (Miss. 2018).
- *Johnson v. Johnson*, 694 F. App'x 945 (5th Cir. 2017).
- *Alexander v. State of Mississippi*, 655 F. App'x 989 (5th Cir. 2016).
- *Hinds Cty. Econ. Dev. Dist. v. We-G Properties, LLC*, 203 So. 3d 49 (Miss. App. 2016).
- *Dorman v. Power*, 203 So. 3d 33 (Miss. App. 2016).
- *Hinds Cty. v. Burton*, 187 So. 3d 1016 (Miss. 2016).

OTHER DECISIONS (previous 2 years)

- *Matlock v. Bramlett*, No. 3:20cv381-HTW-LGI, 2021 WL 4434015 (S.D. Miss. Sept. 27, 2021). Granting dismissal.

- *De LaCruz v. Rankin County*, No. 3:20cv320-KHJ-LGI, 2021 WL 3891082 (S.D. Miss. Aug. 31, 2021). Granting dismissal.
- *Washington v. McQueary*, No. 3:20cv105-HTW-LGI (S.D. Miss. May 13, 2021). Granting dismissal.
- *Duck v. Adams Cty. Sheriff's Dep't*, No. 2017-12 (Adams Cty. Circuit, May, 3, 2021). Granting summary judgment.
- *Wilson v. Apostolidis*, No. 3:19cv190-RPM (S.D. Miss. Mar. 29, 2021). Granting summary judgment.
- *Baker v. Gann*, No. 3:18cv410-FKB (S.D. Miss. Mar. 3, 2021). Granting summary judgment.
- *King v. Bramlett*, No. 3:20cv378-TSL-RPM (S.D. Miss. Dec. 8, 2020). Granting dismissal.
- *Parks v. Yazoo Cty.*, No. 3:19cv632-DPJ-FKB (S.D. Miss. Nov. 12, 2020). Granting motion *in limine* and granting in part summary judgment.
- *Curtis v. Doe*, No. 3:20cv16-LRA (S.D. Miss. Oct. 13, 2020). Granting summary judgment.
- *In Re: Estate of Thompson*, No. 2015-1077 (Madison Cty. Chancery Oct. 12, 2020). Granting reformation of trust.
- *Jones v. McLendon*, No. 3:18cv884-HSO-JCG (S.D. Miss. May 19, 2020). Granting summary judgment.
- *Baker v. Sheriff*, No. 3:18cv401-LRA (S.D. Miss. Mar. 4, 2020). Granting summary judgment.
- *Baker v. Shaw*, No. 3:18cv573-LRA (S.D. Miss. Mar. 4, 2020). Granting summary judgment.
- *Brown v. Madison Cty.*, No. 3:17cv347-CWR-LRA (S.D. Miss. Oct. 11, 2019). Granting entry of consent decree.
- *Estate of Sturdivant v. Smith*, No. 5:19cv22-KS-MTP (S.D. Miss. Aug. 28, 2019). Granting in part judgment on the pleadings.

ACTIVITIES / MEMBERSHIPS

- Mississippi Defense Lawyers Association
- Capital Area and Mississippi Bar Associations
- Defense Research Institute

Speaking Engagements / Published Works

- Jason Dare, *From Opening a New Firm to a Shelter-In-Place in the Span of a Month*, Northside Sun (2020).
- National Business Institute – *Concealed Carry Law* (2019).
- National Business Institute – *Police Liability Claims from Start to Finish* (2017).
- National Business Institute – *Civil Trial – Everything You Need to Know* (2016).
- Jason Dare, *Federal Circuit Tweaks Takings Clause Analysis*, 22 WATER LOG 3 (2002).
- Jason Dare, *State May Control Pilots Past Three-Mile Seaward Boundary*, 22 WATER LOG 2 (2002).
- Jason Dare, *Courts Limit EPA's Obligation to Establish and Implement TMDLs*, 22 WATER LOG 2 (2002).
- Jason Dare, *Fifth Circuit Rejects Endangered Species Act Challenge*, 22 WATER LOG 1 (2002).
- Jason Dare & Kristen Fletcher, *Corporation's Lease of U.S. Government Easement Affirmed*, 22 WATER LOG 1 (2002).
- Jason Dare, *\$5 Billion Punitive Damages Against Exxon Deemed Excessive*, 21 WATER LOG 4 (2001).
- Jason Dare, *City's Riparian Rights Stem from Public Street*, 21 WATER LOG 4 (2001).



MAXEY WANN
ATTORNEYS AT LAW

April 8, 2022

VIA U.S. MAIL and Electronic Mail: Amanda.Rayburn@dfa.ms.gov

Mississippi Tort Claims Board
Attn: Ms. Amanda Rayburn
Post Office Box 267
Jackson, Mississippi 39205

Re: Request to be added to the Approved Attorney Register for the Tort Claims Board

Honorable Members of the Mississippi Tort Claims Board:

My name is William H. Hussey and I write to request consideration for addition to the Approved Attorney Register for the Tort Claims Board. I am a member of Maxey Wann PLLC in Jackson where I have practiced law since my admission to the bar in 2006. I have experience with a wide range of litigation matters in state and federal courts primarily focused in the areas of insurance defense of labor/employment, constitutional torts, medical malpractice and disability/civil rights claims.

Additionally, I maintain a general law practice involving general civil litigation matters, corporate transactional work and administrative agency representation for regulatory/compliance and employee/licensee disciplinary matters. Our firm has represented the Mississippi Real Estate Commission since 1980 where I currently serve as outside counsel, and I have represented the Mississippi Real Estate Appraiser Licensing and Certification Board in a similar capacity since 2014.

I am currently in good standing with the Mississippi Bar Association. I enclose a recent Curriculum Vitae for your review. If I can provide additional information necessary or helpful for your consideration, please do not hesitate to contact me.

Sincerely,

MAXEY WANN PLLC

BY: 

William H. Hussey

WHH:bm
enclosure

Maxey Wann PLLC | PO Box 3977 | Jackson MS 39207 | 601-355-8855 | FAX 601-355-8881
401 East Capitol Street, Suite 200 | Jackson MS 39201 | maxeywann.com

WILLIAM H. HUSSEY

MAXEY WANN PLLC
401 E. Capitol St.
Suite 200
Jackson, Mississippi 39201
(601) 355-8855

E-Mail: William@MaxeyWann.com

CURRICULUM VITAE

MAXEY WANN PLLC (2001-Present)
Jackson, Mississippi

Member of established Mississippi law firm. I maintain a wide-ranging practice including litigation in state and federal courts, arbitration and appellate matters:

- Insurance Defense counsel for litigation matters for broad spectrum of clients including healthcare providers, disability services providers and other corporate/business entities/employers
- Extensive experience in defense of claims in labor/employment, medical malpractice, business disputes, civil rights, Title VII, constitutional torts and state/federal regulatory compliance matters
- Administrative Agency law: Outside legal counsel for Mississippi Real Estate Commission (2006-present) and Mississippi Real Estate Appraiser Licensing and Certification Board (2014-present) –administrative licensure/disciplinary proceedings, litigation, appeals, regulatory/legislative drafting and compliance

Admitted to practice in all Mississippi State and Federal Courts; United States Court of Appeals (5th Cir.); United States District Court, E.D. La.

Georgia State University College of Law, Atlanta, Georgia (Juris Doctor, 2006)
Millsaps College, Jackson, Mississippi (B.S., Psychology, 1998)

Affiliations: DRI (Defense Research Institute)
ARELLO (Association of Real Estate License Law Officials)
AARO (Association of Appraiser Regulatory Officials)
ANCOR (American Network of Community Options and Resources)
ABA (Litigation, Tort Trial and Insurance Practice Sections)

Mallory M. Street
Associate Attorney

P.O. Box 651
Jackson, MS 39205-0651

P: 601.968.5525

F: 601.968.5593

mms@wisecarter.com

February 2, 2022

Mr. Bruce Donaldson
Administrator
Mississippi Tort Claims Board
Post Office Box 267
Jackson, Mississippi 39205

Dear Mr. Donaldson:

Please allow this to serve as my request that I be added to the Tort Claims Approved Attorney Register. I have over eight years of experience and am in good standing with the Mississippi Bar Association. A copy of my resume is attached. If you need anything further from me, please let me know. I very much appreciate your consideration in this regard.

Thank you.

Very truly yours,

WISE CARTER CHILD & CARAWAY



Mallory M. Street

MMS:loh
Enclosure

MALLORY M. STREET
5339 Briarfield Road, Jackson, Mississippi 39211
mallory.miller.28@gmail.com
601.896.8450

EXPERIENCE

Associate Attorney, May 2018 - Present

Wise, Carter, Child & Caraway, P.A., Jackson, Mississippi

Managed and assisted with litigation cases primarily in insurance defense and coverage, premises liability and security, and medical malpractice. Prepared discovery requests and responses, defended and taken party and witness depositions, argued motions, and undertaken settlement negotiations and mediations.

Associate Attorney, November 2013 - May 2018

Scott, Sullivan, Streetman & Fox, P.C., Ridgeland, Mississippi

Managed and assisted with litigation cases primarily in general insurance defense. Researched and prepared dispositive motions, memorandum briefs, and appellate briefs, and served as lead chair at trial.

EDUCATION

Mississippi College School of Law, Jackson, Mississippi

Doctor of Jurisprudence, May 2013

Best Paper Awards: Contracts II, Agency, Law and Medicine

Scholarship: Merit Scholar

Leadership: Vice President, Health Law Society

Membership: Women's Student Bar Association, Public Interest Law Group

Mississippi State University, Mississippi State, Mississippi

Bachelor of Science in Psychology, cum laude, May 2010

Scholarship: Merit Scholar

Research Assistantship: Social Psychological Research, Dr. H. Colleen Sinclair

Leadership: President, Sigma Alpha Lambda; Secretary, Psi Chi

Membership: Pre-Law Society; Law and Medicine

LICENSES, AFFILIATIONS, AND ACCOLADES

Admissions: Mississippi Bar, 2013

U.S. District Court, Southern District of Mississippi, 2013

U.S. District Court, Northern District of Mississippi, 2013

U.S. Court of Appeals, Fifth Circuit, 2014

Membership: Mississippi Bar Association

Mississippi Defense Lawyers Association

Defense Research Institute

Jackson Young Lawyers

Mississippi Women Lawyers Association

Accolades: AV (Preeminent) Martindale-Hubbell Peer Review Rating, 2017 - Present

Best Lawyers® Ones to Watch, 2020 - Present



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI TORT CLAIMS BOARD
C. PHILLIP BUFFINGTON, CHAIRMAN

MIKE CHANEY, Commissioner
Insurance Department
LYNN FITCH, Attorney General
Office of Attorney General
DAVID McRAE, Treasurer
Department of Treasury

SEAN TINDELL, Commissioner
Department of Public Safety
LIZ WELCH, Executive Director
Department of Finance and Administration
CHRIS WELLS, Executive Director
Department of Environmental Quality

MEMORANDUM

TO: Mississippi Tort Claims Board
FROM: Bruce Donaldson
DATE: May 11, 2022
RE: Political Subdivisions – Certificates of Coverage

RECOMMENDATION: Staff recommends approval of 25 political subdivisions shown on attached list.

MISSISSIPPI TORT CLAIMS BOARD

Wednesday, March 11, 2022

Political Subdivisions Recommended for Renewal of Certificate of Coverage

Arkabutla Volunteer Fire Department, Inc.
Central Drainage District of Oktibbeha County
Clarksdale City Clerk
Clay County Soil & Water Conservation District
Covington County Hospital
Delta Health System
Diamondhead City Clerk
Franklin County Memorial Hospital
Gravel Bayou Drainage District
Issaquena County Board of Supervisors
Issaquena County Soil & Water Conservation District
Kemper County Economic Development Authority
Lincoln-Lawrence-Franklin Regional Library
Marion General Hospital
Meridian Community College
Mississippi Assn of Supervisors Insurance Trust
Mississippi Levee Commissioners
Mississippi Municipal Liability Plan (Municipalities)
Neshoba County Soil & Water Conservation District
Oxford School District
Pecan Bayou Drainage District
Region I Mental Health Center
Scott County Soil & Water Conservation District
Sunflower Drainage District
Yalobusha County Soil & Water Conservation District

TOTAL 25