

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

**INTERLOCAL GOVERNMENTAL RENEWING COOPERATION AGREEMENT
BY AND BETWEEN HANCOCK COUNTY, MISSISSIPPI, AND THE CITIES OF BAY SAINT LOUIS,
WAVELAND, AND DIAMONDHEAD FOR THE YEARS 2024-2027**

WHEREAS, the citizens of Hancock County and the cities of Bay Saint Louis, Waveland, and Diamondhead (sometimes collectively referred to as “the Hancock Municipalities”) including their respective citizens, have, from time to time, expressed a desire to share and/or combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Hancock County and/or the Hancock Municipalities; and

WHEREAS, the Board of Supervisors of Hancock County, Mississippi, and the Boards of the Hancock Municipalities, desire to continue to work together toward sharing and/or combining governmental activities in Hancock and the Hancock Municipalities in a cost-effective manner which will result in substantial savings to the taxpayers and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, Hancock County, Mississippi, through its Board of Supervisors, and the Hancock Municipalities, Mississippi, through their respective Boards, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-13-1, *et seq.* (1972), as amended; and

WHEREAS, the purpose of this Agreement is to provide that Hancock County and the Hancock Municipalities may provide governmental services to each other during the term hereof and under the conditions set forth in this Agreement; and

WHEREAS, there will be no separate legal or administrative entity created hereby, but the purposes of this Agreement shall be that the Governing Authorities of the respective governmental entities, namely Hancock County, Mississippi, and Hancock Municipalities, Mississippi, shall each

cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Hancock County and Hancock Municipalities.

NOW, THEREFORE, BE IT RESOLVED by Hancock County, Mississippi, by and through its Board of Supervisors, (hereinafter "Hancock"), and Hancock Municipalities, Mississippi, by and through their respective Boards, that they do hereby enter into this *Interlocal Governmental Cooperation Agreement* for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. § 17-13-1, *et seq.* (1972), as amended, and subject to the approval of the Attorney General for the State of Mississippi; said Agreement being as follows, to-wit:

SECTION I. Administration and Administrative Entity Provisions.

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of Hancock County, Mississippi, under the direction of its Board of Supervisors, and the designated representatives of the Hancock Municipalities. No separate legal or administrative agency will be created by this Agreement.

SECTION II. Purpose and Statutory Authorities.

(A) Roads, Bridges, Highways, Approaches and Related Drainage under the provisions of Miss. Code Ann. § 17-13-7, as amended.

Hancock County and the Hancock Municipalities presently provide services allowed by statute and have jurisdiction over their respective roads, bridges, and highways. Under the authority of Mississippi Code § 17-13-7, the Parties hereto find that (i) that is in the best interest of the citizens of Hancock County and the Hancock Municipalities; (ii) that a public necessity exists; and (iii) that said entities would be benefitted through the agreement of the Parties to from time-to-time share and coordinate services, labor, and equipment toward the maintenance, cleaning, construction, or other activities of the roads, bridges and highways authorized by statute upon a request made by one entity to the other, contingent upon the approval by the designated head of the entity requested to provide the item of service, labor or

equipment, and contingent upon any expenditures to be within the line item amounts for such activities budgeted and approved by the Board of the respective entity, which is asked to supply the service, labor, equipment or other item; to the extent the entities have common jurisdiction over an area, they may also utilize other entity's procurement for the work as required by applicable Mississippi Code. Any approval by the respected department head under this agreement shall be spread on the minutes of all applicable entities at those entities next regular meeting, with the writing required to detail the extent of the scope of the request, the approval given by the department head, any expenditures required under the request, and whether the approval is consistent with Board approved budget for any line items affected thereby.

(B) Fire Protection.

Presently, Hancock and the Hancock Municipalities each have their own independent fire protection services and districts. Historically, the Hancock County fire districts and the Hancock Municipalities' respective Fire Departments have cooperated in providing fire protection services within each County's jurisdiction. Hancock and the Hancock Municipalities agree that by the execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of each County, Hancock and the Hancock Municipalities, each in their sole discretion, agree to provide assistance to each County in implementing its fire protection services as provided in Miss. Code Ann. §§ 19-3-73, 19-5-97, 19-5-229 and 19-5-235 (1972), as amended. Any request for assistance under this Fire Protection agreement shall be subject to approval on an instance by instance basis by the chief of the district or entity from whom assistance is requested. Further, any request to a fire district chief or department head requesting expenditure to be made for the purchases of firetruck, pump, tank, firehose, extinguisher, or other related equipment must be submitted to the department head, who then shall provide a written recommendation on the request to his Board for consideration. No such purchase may be authorized except as approved by the Board of the entity requested to make the expenditure.

SECTION III. Financing.

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement and no funds shall become joint undertaking funds, hence, no treasurer or disbursing officer needs to be identified.

SECTION IV. Joint Board Provisions.

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION V. Real and Personal Property.

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Hancock at the time of such termination or purchased by Hancock pursuant to this Agreement shall remain the property of Hancock; all real and personal property owned by the Hancock Municipalities at the time of such termination or purchased by the Hancock Municipalities pursuant to this Agreement shall remain the property of the Hancock Municipalities.

SECTION VI. Acquisition of Property.

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking except as may be approved above for fire protection services. Any property purchased under that agreement will be owned as indicated on the board order approving said purchase. All real and personal property utilized by any party in implementing this Agreement shall remain said party's property upon partial or complete termination or amendment of this Agreement.

SECTION VII. Severability.

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION VIII. Term of Agreement.

This Agreement shall become effective as of the date of the last entity approving said agreement, subject to approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerks of Hancock and the Hancock Municipalities, and shall terminate on January 1, 2024. Each entity, however recognizes and understands that they cannot bind their successor boards, and that this agreement is voidable by the successor board of any entity hereto without notice or right of any other party. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the President of each respective Board of Supervisors. This Agreement may be renewed by Hancock and the Hancock Municipalities by Resolution of each entity spread upon their respective minutes.

SECTION IX. Amendment.

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Mississippi Attorney General as provided by Miss. Code Ann. § 17-13-1 et seq. (1972), as amended.

SECTION X. Approval by the Attorney General.

Hancock and the Hancock Municipalities direct that after the execution of this Agreement the same shall be forwarded to the Attorney General for the State of Mississippi for his approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of Hancock and the Hancock Municipalities will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerks of the Boards for Hancock and the Hancock Municipalities shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General for the State of Mississippi and recorded in the offices of the Mississippi Secretary of State and the Chancery Clerks of Hancock County and the Hancock Municipalities.

SECTION XI. Each Entity to Maintain Liability Insurance or Other Funds Required by the Mississippi Tort Claims Act.

Hancock and the Hancock Municipalities herein agree that it shall be the responsibility of each party to maintain its own general premises, liability insurance or other insurance/funds administered by or authorized under the Mississippi Tort Claims Act which are the subject of this Interlocal Governmental Cooperative Agreement with a limit of liability of no less than Five Hundred Thousand Dollars (\$500,000.00). Upon request, either party shall provide the requesting party hereto proof of insurance coverage. If such coverage is not maintained or is cancelled by the carrier for either party, the other may declare this Agreement null, void and of no further effect. Any party found to be at fault for uninsured claims for which there is liability and no immunity shall be responsible for settlement of the claim or any judgment arising out of the fault or claim pertaining to any act under this Agreement and shall provide for all costs of defense against said claim. Nothing in this Agreement shall waive, reduce, limit, negate or otherwise affect any immunities of either Hancock or the Hancock Municipalities as a governmental or sovereign entity pursuant to Miss. Code Ann. § 11-46-1 et seq. (1972), as amended, (the "Mississippi Tort Claims Act"), or under other statute, constitution provision or amendment or common law.

IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Hancock County, Mississippi, the officer duly authorized in the premises by Resolution of Hancock County, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Hancock County, Mississippi to the foregoing

Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the ____ day of _____, 2024.

HANCOCK COUNTY, MISSISSIPPI

President, Hancock County Board of Supervisors

ATTEST:

Clerk of the Board

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

Attorney for the Hancock County Board of Supervisors

IN WITNESS WHEREOF, I, as Mayor of Bay Saint Louis, Mississippi, the officer duly authorized in the premises by Resolution of Bay Saint Louis, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Bay Saint Louis, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the ____ day of _____, 2024.

BAY SAINT LOUIS, MISSISSIPPI

Mayor, Bay Saint Louis, Mississippi

ATTEST:

City Clerk

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

Attorney for Bay Saint Louis

IN WITNESS WHEREOF, I, as Mayor of Waveland, Mississippi, the officer duly authorized in the premises by Resolution of Waveland, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Waveland, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the ____ day of _____, 2024.

WAVELAND, MISSISSIPPI

Mayor, Waveland, Mississippi

ATTEST:

City Clerk Manager

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

Attorney for Waveland, Mississippi

IN WITNESS WHEREOF, I, as Mayor of Diamondhead, Mississippi, the officer duly authorized in the premises by Resolution of Diamondhead, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Diamondhead, Mississippi to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and Bay Saint Louis, Waveland and Diamondhead.

WITNESS MY SIGNATURE, this the ____ day of _____, 2024.

DIAMONDHEAD, MISSISSIPPI

Mayor, Diamondhead, Mississippi

ATTEST:

City Clerk

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

Attorney for Diamondhead, Mississippi