

**MEMORANDUM OF UNDERSTANDING BETWEEN
DIAMONDHEAD, MISSISSIPPI AND
HANCOCK COUNTY, MISSISSIPPI WITH RESPECT TO THE
TERMINATION OF THE EXISTING INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT FOR POLICE PROTECTION SERVICES**

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is executed by and between **Diamondhead, Mississippi** ("Diamondhead"), a political subdivision of the State of Mississippi, acting by and through its Mayor and City Council, and **Hancock County, Mississippi** ("Hancock County"), a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors effective as of the ____ day of _____, 2026.

WITNESSETH

WHEREAS, the citizens of Diamondhead and Hancock County, Mississippi have expressed a desire to share/combine government operations to ensure greater efficiency as well as saving in tax dollars resulting in lower taxes to the taxpayers of Diamondhead; and

WHEREAS, the Mayor and City Council of Diamondhead, Mississippi and the Board of Supervisors of Hancock County, Mississippi have in place an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 and §17-17-5, et. Seq., Mississippi Code of 1972, Annotated for the provision of police protection services through September 30, 2026; and

WHEREAS, as Diamondhead has decided to establish its own Municipal Police Department effective October 1, 2026, and the parties will need to provide for the effective transfer of duties and obligations for police protection services in Diamondhead during the transition period beginning September 1, 2026; and

WHEREAS, this memorandum of understanding is meant to effect the termination of the Interlocal Cooperation Agreement between the parties pursuant to Section 11 of the Interlocal in a manner to least impact the provision of law enforcement services within Diamondhead. There will be no separate or legal administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Diamondhead, Mississippi and Hancock County, Mississippi, shall cooperate together within and under the terms of this agreement to achieve maximum efficiency for government services at minimum cost to the taxpayers of Diamondhead and Hancock County.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, Diamondhead and Hancock County do hereby agree as follows:

I. PURPOSE

The purpose of this MOU is to establish a protocol for, and define the respective responsibilities and obligations of Diamondhead and Hancock County that would provide for the

establishment of the Diamondhead Municipal Police Department; the termination of the now existing Interlocal Governmental Cooperation Agreement between Diamondhead and Hancock County; and the transition to Diamondhead of the provision for police protection services beginning September 1, 2026 until fully consummated, which is anticipated to be on or before October 1, 2026.

It is the understanding of the parties to the MOU that it will govern the transition of police protection services and the termination of the current existing Interlocal Governmental Cooperation Agreement on or about September 30, 2026.

II. STATUTORY AUTHORITY

Miss. Code §17-13-1 and §17-17-5, *et. seq.* provide the authority for the Interlocal Governmental Cooperation Agreement and this MOU, which will govern the operation of the transition of police protective services from Hancock County to Diamondhead. The Interlocal Governmental Cooperation Agreement has been in full force and effect since Diamondhead's incorporation, subject to amendments and renewed approvals by the Attorney General of the State of Mississippi.

III. ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representatives of Diamondhead and Hancock County, under the direction of their respective City Council and Board of Supervisors. No separate legal or administrative agency is created by this Agreement.

Contact Persons:

Unless otherwise notified in writing to the contrary, the appropriate contact person for Diamondhead for matters pertaining to this Agreement shall be:

Jon McCraw
Diamondhead City Manager
5300 Diamondhead Circle
Diamondhead, Mississippi 39525
Ph. (228) 222-4626

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Hancock County for matters pertaining to this Agreement shall be:

Jimmie Ladner, Jr.
Hancock County Administrator
854 Highway 90
Bay St. Louis, Mississippi
Ph. (228) 466-5791

IV. RESPONSIBILITIES OF THE PARTIES

A. DIAMONDHEAD will,

1. Hire and train a municipal police chief , investigators , officers and staff, within Diamondhead's discretion, to begin provision of police protection services beginning September 1, 2026; and
2. Diamondhead intends to provide all necessary police protection services beginning September 1, 2026; and
3. To the extent that Diamondhead perceives any actual or potential manpower shortages prior to September 1, 2026, it will provide notice to the county of any anticipated shortages an opportunity to schedule necessary manpower to fulfill police protection services ; and
4. Diamondhead will be responsible for the payment of the costs for services rendered by the County during the transition period and will be billed in the same manner as currently provided for in the Interlocal Governmental Cooperation Agreement; and
5. Diamondhead will provide any and all software, equipment, and other services necessary for the provision of its police protective services effective September 1, 2026, without any support from Hancock County.

B. HANCOCK COUNTY will,

1. In the event that Diamondhead is unable to hire sufficient staff to be in place by September 1, 2026, the County will provide manpower sufficient to cover any staffing deficiencies for the period between September 1, 2026 and September 30, 2026; and
2. Through September 30, 2026, Hancock County will assist Diamondhead Municipal Police Department with the transition of police protection services from the County to Diamondhead; and
3. Hancock County will invoice the Diamondhead for any and all necessary staffing in the same manner as currently provided for in the Interlocal Governmental Cooperation Agreement.

V. TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2026 until the termination of the current Interlocal Governmental Cooperation Agreement now existing.

VI. TERMINATION

This Agreement may be terminated by either upon ten (10) days' notice given to the other party.

VII. CONSTRUCTION OF AGREEMENT.

Each party, with the assistance of competent legal counsel, has participated in the drafting of this

Agreement and any ambiguity should not be construed for or against any party on account of such drafting.

VIII. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties .

IX. AGREEMENT BINDING ON ALL.

This Agreement shall be binding upon and shall inure to the benefit of each of the parties, and each of their respective agents, employees, directors, officers, attorneys, representatives, principals, shareholders, sureties, parents, subsidiaries, affiliates, successors, predecessors, assigns, trustees or receivers appointed to administer their assets, and attorney of any and all such individuals or entities. All the covenants contained in this Agreement are for the express benefit of each and all such persons described in this Section. This Agreement is not intended to benefit any third parties.

X. SEVERABILITY

Should any non-material provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal parts and the rights and obligations of the parties shall be construed and enforced accordingly.

XI. CAPTIONS

The captions contained herein are included solely for convenience and shall not be construed as part of this Agreement or as full or accurate descriptions of the terms hereof.

XII. CHOICE OF LAW

This Agreement shall be construed and enforced pursuant to the laws of the State of Mississippi.

XIII. AUTHORITY TO ENTER INTO AGREEMENT

Each party represents and warrants that its respective obligations herein are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement, and that the persons signing this Agreement hereinafter for each party has been duly authorized to sign this Agreement on behalf of said party.

XIV. FORCE MAJEURE

If any emergency condition reasonably beyond the control of either party, including, without limitation, floods, fires, ice, windstorms, lightning, equipment failure, strikes, lockouts, Acts of God, or of the public enemy, or acts, orders or directives of the Federal or State Government, including the Corp. of Engineers or Court, occur, which affect any aspect of this Agreement, including funding, then either Party is entitled to suspend and delay their

performance until circumstances are such which will reasonably allow the resumption of the obligations described herein.

SO EXECUTED AND AGREED THIS _____ DAY of _____, 2026.

**President, Hancock County Board
Of Supervisors**

Mayor, Diamondhead

Date

Date