



**David Yarborough**  
District 1

**Tony W. Ladner**  
District 5

**Kenny Hoda**  
District 2

**BOARD OF SUPERVISORS**

Hancock County  
854 Highway 90, Suite A  
Bay St. Louis, MS 39520

**Gary Yarborough**  
Board Attorney

**Lisa Cowand**  
District 3 President

Telephone (228) 467-0172  
Fax (228) 466-5994

**Timothy A. Kellar**  
Chancery Clerk

**Steve Seymour**  
District 4 Vice President

February 4, 2014

Les Filingame, Mayor of Bay St. Louis  
Post Office Box 2550  
Bay St. Louis, MS 39520

David Garcia, Mayor of Waveland  
Post Office Box 539  
Waveland, MS 39576

Tommy Schaefer, Mayor of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

RE: Hancock County Animal Shelter Interlocal Agreement

Dear Sirs:

Enclosed is the Interlocal Agreement, which outlines the operation and maintenance of the animal shelter that serves all entities. The Agreement was adopted by the Hancock County Board of Supervisors at its February 3, 2014, meeting. Please present to your entity for approval, and provide the County Administrator's office a copy of the minutes indicating the approval. We will then circulate the agreement for execution by all entities.

Thank you all in advance for your attention in this matter for the care of the animals of Hancock County.

Sincerely,

Lisa Cowand  
Board President

**STATE OF MISSISSIPPI**

**COUNTY OF HANCOCK**

**INTERLOCAL AGREEMENT BETWEEN HANCOCK COUNTY, THE CITY OF BAY SAINT LOUIS, THE CITY OF DIAMONDHEAD, AND THE CITY OF WAVELAND FOR THE OPERATION OF THE ANIMAL SHELTER**

This Interlocal Agreement (this "Agreement") is made by and between the City of Bay Saint Louis, Mississippi ("Bay St. Louis"), the City of Diamondhead ("Diamondhead"), the City of Waveland, Mississippi ("Waveland") and Hancock County, Mississippi ("Hancock County") (all collectively referred to herein as the "Contracting Parties"), who state and agree as follows:

WHEREAS, it is the desire of the Contracting Parties to consolidate services and to jointly operate an animal shelter for all of Hancock County;

WHEREAS, Hancock County has constructed and is operating a facility as an animal shelter in Hancock County, and the Contracting Parties have been using and desire to continue to use said facility and share in the operation and maintenance of said facility; and

WHEREAS, the Contracting Parties have negotiated this interlocal agreement and are of the collective belief that the provision of animal care through the joint effort and operation of the animal shelter is in the best interest of the taxpayers of the state, will provide for the health, safety and welfare of the citizens of the State of Mississippi and particularly residents and visitors to the areas of the Contracting Parties by providing shelter for animals and provision of placement of animals rather than allowing them to remain stray, and this agreement will provide the most efficient of the use of the funds of those entities.

IT IS THEREFORE AGREED AS FOLLOWS, that Hancock County, Mississippi, the City of Bay Saint Louis, the City of Diamondhead and the City of Waveland, Mississippi, through their respective Boards, find the above and foregoing factual averments to be true and correct, and for that and the other consideration discussed herein, and with all entities agreeing and acknowledging the adequacy of that consideration, the Contracting Parties agree as follows:

1. Hancock County hereby agrees to accept and house stray dogs and cats, and other animals at Hancock County's facility located on Texas Flat Road, Hancock County, for the Contracting Parties. Hancock County will use its best efforts to house all animals brought by the Contracting Parties to that facility, though all Contracting Parties acknowledge that the facility

does not have unlimited space and animals may not be able to be maintained and/or kept at that facility at certain times. The purpose of this agreement is to fulfill the benefits to the Contracting Parties and to facilitate the housing and care of stray animals of those communities. Hancock County will employ personnel for the operations of the animal shelter under its discretion and it will manage and operate the animal shelter within its discretionary spending.

2. For their collective use of the animal shelter during the term of this agreement, the Contracting Parties agree to each be liable for the following portion of all expenses and costs of the animal shelter, including but not limited to employee costs (including but not limited to all salaries, hourly rates and benefits) of persons employed by Hancock County for the shelter, utility costs, insurance costs, fees, costs, supplies, and overhead items:

Hancock County	50%
Bay St. Louis	16 2/3%
Diamondhead	16 2/3%
Waveland	16 2/3%

Hancock County will provide invoices for those amounts to Bay St. Louis, Diamondhead and Waveland on a monthly basis, and those three entities shall pay unto Hancock County their portion by the tenth (10<sup>th</sup>) day of each month.

3. The Parties agree and acknowledge that this agreement is subject to approval by the Mississippi Attorney General.

4. There is no separate legal or administrative body or joint board created hereby. Hancock County will staff and supply the new animal shelter facility within its discretion, and budget therefore. Bay Saint Louis, Diamondhead and Waveland may separately hire and employ an animal control officer, at their discretion. Hancock County will hold the new animal shelter (that real property) throughout the term of this agreement, and keep the personal property it has acquired or will acquire for the operations of that new shelter. No other real or personal property shall be acquired, held or disposed of by this agreement.

5. The Contracting Parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

6. The term of this agreement shall be from the date of the execution of this agreement by the last party signing hereto or the date it is approved by the Attorney General, whichever is later. It shall be effective to December 31, 2015, though it will be automatically renewed unless voided by the subsequent board of one of the Contracting Parties. Either party shall have the right to terminate this agreement without cause upon ninety (90) days or with cause upon fourteen (14) days written notice from the terminating entity to the other party hereto. Notice shall be given by certified mail to either the city clerk of the three municipalities or county administrator of Hancock County, who are the contacts for the respective parties hereto. Notice under this agreement shall begin to run on the date of receipt by the receiving entity or three days after the notice is mailed, whichever is earlier.

7. If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby. This Agreement may be amended upon the written agreement of both parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code of 1972, Annotated § 17-13-1, et. seq., as amended.

8. The Contracting Parties direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. Should the Attorney General fail to approve any section of the services listed herein, the governing authorities of the Contracting Parties will be required to adopt a newly drafted agreement, unless otherwise stated by the Attorney General. The Clerks and/or County Administrator of the Contracting Parties shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejection of said Attorney General, spread said approval or rejection upon the minutes. The Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary for State.

9. The undersigned persons acknowledge that they have the authority to sign for and bind the entity indicated.

10. In the instance any debt or payment due from Bay Saint Louis, Diamondhead or Waveland to the County shall become more than five (5) days past due, such party delinquent on payment shall be deemed in default of this agreement. In said instance, Hancock County shall

have the immediate right to deny services and occupancy of animals from said entity during the time of the delinquency, and Hancock County shall also be able to take all other actions in law or equity afforded it by law.

THIS AGREEMENT is entered into by the governing authorities of Bay Saint Louis, Diamondhead, Waveland and Hancock County, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF BAY ST. LOUIS

CITY OF DIAMONDHEAD

BY: \_\_\_\_\_  
MAYOR OF BAY ST. LOUIS

BY: \_\_\_\_\_  
MAYOR OF DIAMONDHEAD

CITY OF WAVELAND, MISSISSIPPI

HANCOCK COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF WAVELAND

BY: \_\_\_\_\_  
PRESIDENT OF BOARD OF SUPERVISORS

# City of Diamondhead



5000 Diamondhead Circle, Diamondhead, MS 39525-3260  
Phone: (228) 222.4626  
FAX: (228) 222.4390  
[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

March 11, 2014

Mayor and Councilmembers  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Re: Insurance Renewal Dates

Dear Mayor and Councilmembers:

As discussed at the council meeting on February 18, 2014, we would like to proceed with the consolidation of renewal dates of the City's insurance policies. It is my recommendation consideration be given to amend the following policies so all expire simultaneously and renew annually on March 15:

<u>POLICY</u>	<u>CURRENT RENEWAL</u>
Property	January 8
Flood	February 15
Auto	June 6
Equipment	February 27
General Liability	June 6
Law Enforcement	June 6

As these policies are presented for renewal, policy terms will be amended to reflect a common expiration date and premiums will be prorated accordingly. As explained by our Agent, Frank Bordeaux of Stewart Sneed Hewes, consolidating the renewal dates will establish consistency and will support the efforts for a more simplified and timely renewal process.

Thank you for your consideration and approval in this matter.

Sincerely,

Kristin Ventura  
City Clerk

KV:jk