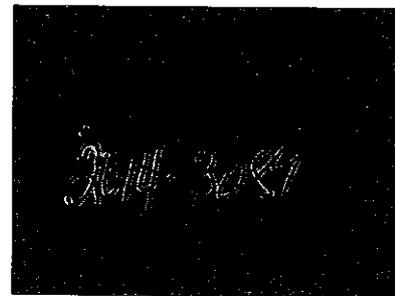


**STATE OF MISSISSIPPI
COUNTY OF HARRISON
COUNTY OF HANCOCK**



**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI
AND THE CITY OF DIAMONDHEAD, MS FOR THE YEAR 2013 - 2014**

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is executed by and between the **City of Diamondhead, Mississippi** ("Diamondhead"), a political subdivision of the State of Mississippi, acting by and through its Mayor and City Council, and **Harrison County, Mississippi** ("Harrison County"), a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors effective as of the ____ day of _____, 2014

WHEREAS, the citizens of newly incorporated City of Diamondhead, Mississippi have expressed a desire to share/combine government operations to insure greater efficiency as well as saving in tax dollars resulting in lower taxes to the tax payers of Diamondhead; and

WHEREAS, the City of Diamondhead having incorporated as on January 30, 2012, currently possess limited capabilities for the installation of traffic signage and road markings necessary along the roadways within the municipal jurisdiction and seek assistance from the Harrison County Board of Supervisors to assist the new city in the installation with Harrison County's experienced Traffic Department personnel and proper equipment; and

WHEREAS, the Mayor and City Council of Diamondhead, Mississippi and the Board of Supervisors of Harrison County, Mississippi desire to establish a working relationship toward sharing/combining governmental activities in Diamondhead and Harrison County 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, the City of Diamondhead, Mississippi through its Mayor and City Council and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-13-1, et. seq. (1972); and

WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the City of Diamondhead, as more specifically set forth in this Agreement; and

WHEREAS, 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 Harrison County, Mississippi, and the City of Diamondhead, Mississippi, shall

cooperate together within and under the terms of this agreement to achieve maximum efficiency for government services at minimum cost to the tax payers of City of Diamondhead and Harrison County; and

WHEREAS, as the City of Diamondhead became Mississippi's newest city on January 30, 2012, desires to improve the traffic signage and roadway markings in the city to meet the Federal Highway Manual for Uniform Traffic Control Devices through a program of new signage and roadway making improvements and without the assistance from Harrison County would have difficulty in the installation of traffic signage and roadway markings. The City of Diamondhead through its Mayor and Council and Harrison County, through its Board of Supervisors, desire to enter into an Agreement where Harrison County, by and through its Road Department, will provide "Traffic Signage Installation" and "Roadway Marking" services in the City of Diamondhead.

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

I PURPOSE

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of Diamondhead and Harrison County that would allow Harrison County, by and through its Road Department, to provide "Traffic Signage Installation" and "Roadway Marking" services in and for the City of Diamondhead.

II STATUTORY AUTHORITY

Miss. Code Ann. § 17-5-15 provides the authority for this Agreement. Section 17-5-15 states,

The governing authorities of any county and the governing authorities of any municipality, are each authorized, in their discretion, upon order duly adopted and entered upon their official minutes, to lend to or to enter into leases with other counties or municipalities for the use of county-owned or municipally owned equipment and operators of such equipment. Such equipment and operators may be lent or leased for such amount and in accordance with such terms and conditions as the governing authorities may prescribe; however, such equipment and operators may be used only in the performance of public projects of a county or municipality. The lending or lease agreements also may include an equipment operator's fee equal to the average hourly salary that is paid to all operators of such county-owned or municipally owned equipment by the county or municipality that lends or leases the equipment. Proceeds from the lending or leasing of such equipment shall be deposited into the road and bridge fund if the county or the municipal general fund, as the case may be.

See also, *Atty. Gen. No. 2004-0120, Smith, April 2, 2004* (Adams and Wilkinson Counties

are empowered to enter into an Interlocal agreement whereby Wilkinson County, as the providing county, will use its equipment and operators to maintain an isolated road in Adams County, and Adams County, as the recipient county, will reimburse the providing county for expenses incurred. An Interlocal Agreement is not required if the counties enter into a contract for performing such functions pursuant to specific statutory authority.)

III ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of Diamondhead under direction of the Mayor and City Council and the County Administrator of Harrison County, under the direction of the 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:

Richard Sullivan
City Manager
City of Diamondhead
5000 Diamondhead Cir
Diamondhead, MS 39532
Phone (228) 222-4626
Fax (228) 222- 4390
Email rsullivan@diamondhead.ms.gov

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

Pam Ulrich
County Administrator
Harrison County, MS
PO Drawer CC
Gulfport, MS 39501
Phone (228) 865-4116
Email pulrich@co.harrison.ms.us

IV RESPONSIBILITIES OF THE PARTIES

A. DIAMONDHEAD will,

1. Provide to Harrison County, a Listing of traffic signs and or roadway markings approved by the City Council requesting the assistance of Harrison County to install traffic signs and

or roadway markings within the City of Diamondhead for consideration and approval. The Listing shall detail the type and location of work being requested.

2. Provide all signs, sign posts, associated brackets, bolts, nuts and other hardware necessary for the installation of traffic signs.
3. Provide paint, glass beads and other miscellaneous supplies necessary for installing roadway markings.
4. Provide GPS locations and ground markings for each sign to be installed.
5. Provide striping measurement sheets denoting the quantity of striping to be installed.
6. Provide layout for centerline, edge lines, lane lines, no passing lines, skip lines, stop lines, crosswalk, arrows, legends, hatch markings and other necessary layout to accurately identify the type and location of marking(s) to be installed.
7. Provide a crew(s) to assist in traffic control, stripe drying and general assistance to the striping crew.
8. Will reimburse Harrison County, in accordance with Miss. Code Ann. §17-5-15, for the equipment operator's and support personnel time, including the operator's hourly salary plus any additional hourly expenses (fringe benefits) incurred by Harrison County in employing the operator and support personnel.
9. Will reimburse Harrison County for use of the pick-up truck used in support of the installation of traffic signs and roadway markings at a rate of \$19.00 per hour which includes all operating expenses for this vehicle including fuel.
10. Will reimburse Harrison County for use of the striping truck at a rate of \$41.00 per hour which includes all operating expenses for this vehicle including fuel.
11. Will pay the invoice(s) received from Harrison County within 30 days of receipt of the invoice(s).

B. HARRISON COUNTY will,

1. Upon receipt of the City of Diamondhead's resolution seeking such assistance for the installation of traffic signs and or roadway markings, consider such action at an official Board of Supervisors meeting and spreading on their Board Minutes the results of the Boards action.
2. Provide Diamondhead with the specifications for the traffic marking paint, beads and other supplies necessary for striping as well as provide a list of vendors who sell these supplies.

3. Provide the appropriate striping/machine equipment and qualified operator(s) necessary to perform the required work.
4. Provide a support vehicle for the striping equipment/machine as well as qualified support personnel to safely perform and complete the required work.
5. Inform the City of Diamondhead of the number of crews necessary to assist the County in performing the required work.
6. Document the equipment operator's, support personnel and equipment hourly costs to perform the required work in accordance with Miss. Code Ann. § 17-5-15.
7. Provide an itemized invoice to Diamondhead within 30 days of completion of the work.

V TERMINATION

This Agreement may be terminated by either party upon thirty (30) days of written notice.

VI 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.

VII AMENDMENTS

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, as provided in Miss. Code Ann. § 17-13-1, et. seq., (1972), as amended.

VIII AGREEMENT BINDING ON ALL

This Agreement shall be binding upon and shall insure 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.

IX 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.

X 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.

XI CHOICE OF LAW

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

XII 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.

XIII FORCE MAJEURE

If any emergency condition reasonably beyond the control of either party, including, without limitations, floods, fires, ice, windstorms, lightning, equipment failure, strike, 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 or delay their performance until circumstances are such which will reasonable allow the resumption of the obligations described herein.

XIV TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2014, subject to approval by the Attorney General and filing with the Secretary of State and shall terminate on December 31, 2015. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City and or County shall either accept or reject continuation of

this Interlocal Governmental Cooperative Agreement by Resolution duly spread upon its minutes. The Agreement may be terminated by mutual agreement of the parties upon 30 days written notice to the President of the Board of Supervisors and the Mayor of the City of Diamondhead. This Agreement may be renewed annually by the County and the City by Resolution of each entity spread on its minutes. It is also agreed and understood that the City and County shall notify each other, no later than 30 days prior to the 1st day of September, 2015, that they intend to renew or reject the Agreement for another period of time to be agreed upon, but no longer than each governing Board's term of office.

XV APPROVAL BY ATTORNEY GENERAL

The City and the County 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. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of the City and the County will be required to adopt a newly drafted Agreement before said provisions in said Agreement, and the Agreement itself, shall remain in full force and effect. The Clerk of the City and the Clerk of the Board of Supervisors of the County shall spread this Agreement, after its execution, upon the minutes of the respective governing authorities and shall, upon return of the approval of said Attorney General or its rejection, spread said approval or rejection upon the minutes of the respective governing authorities, noting in the minute book that the original recordation where the Attorney General's approval or disapproval may be found on the minutes, and said 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 of State.

XVI EACH SUCH ENTITY SHALL MAINTAIN LIABILITY INSURANCE OR OTHER FUNDS REQUIRED BY THE MISSISSIPPI TORT CLAIMS ACT

The City and the County herein agree that it shall be the responsibility to maintain its own general premises and liability insurance, or other insurance/funds administered by the Mississippi Tort Claims Act, which are the subject of this Interlocal Governmental Cooperative Agreement, including but not limited to, law enforcement; any fire services remaining, code administration; parks and recreation services; roads, bridges, driveways, parking areas, walking tracks, other sport facilities, related drainage and approaches thereto; or any other capital improvements with a limit of liability no less than \$500,000. 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 may declare this Agreement null, void and of no further effect. The City herein promises and covenants to pay on demand any amount of self-insured risk or deductible required by any insurance policy of Harrison County on account of any subject of this Interlocal Governmental Cooperative Agreement, unless any agent, representative or employee of Harrison County is found to have been at fault for which said lawsuit or claim was made. The City further promises to have Harrison County as named insured(s) on its policy of insurance. Should the City's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorney fees, judgment or settlement amount shall be paid by the

City, unless any agent or representative of Harrison County is found at fault. The parties further agree that no provision in this agreement waives or extends any person or entity's liability as set forth in Miss. Code Ann. § 11-46-1, et. seq. (1972) (as amended), referred to as the Mississippi Tort Claims Act.

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

WITNESS MY SIGNATURE this, the _____ day of _____, 2014.

Mayor
City of Diamondhead, Mississippi

ATTESTED:

City Clerk

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

Attorney
City of Diamondhead, Mississippi

IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Harrison County, Mississippi, being duly authorized officer, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a dully constituted session.

WITNESS MY SIGNATURE this, the _____ day of _____, 2014.

President
Harrison County Board of Supervisors

ATTEST:

Clerk of the Board

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

Attorney
Harrison County 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

May 13, 2014

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

Dear Mayor and Councilmembers:

Re: Agenda Item#2014-3157 – Drainage Improvements Diamondhead Drive East

Quotes were received for drainage improvements for Diamondhead Drive East. The following quotes were received:

Saunders Construction, LLC		\$36,000
Base Quote, 100 LF	\$30,000	
Alternative 1 – 25 LF	\$ 6,000	
MOWA Development, LLC		\$45,600
Base Quote, 100 LF	\$38,000	
Alternative 1 – 25 LF	\$ 7,600	

My recommendation is to accept and award the low quote submitted by Saunders Construction for the base quote and alternate 1 in the total amount of \$36,000.

Thank you for your consideration and approval in this matter.

Sincerely,

Rick Sullivan
Acting City Manager

RS:jk

DUE: 5/6/14

Quotes
RECEIPTS
City of Diamondhead, MS
FOR:
Drainage Diamondhead East

FROM	Time/Date Rec'd	Amount
1. Saunders Construction	5/1/14 4:20PM	30,000 6,000
2. Mowbray Dnr	5/6/14 9:15AM	38,000 7,600
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Verified By: C. Scott

Date: 5/6/14

**SECTION 4
CITY OF DIAMONDHEAD
QUOTE SUBMISSION FORM**

Quotes must be submitted on this form

The City of Diamondhead, Mississippi, will receive quotes at Diamondhead City Hall, until 10:00 AM, Tuesday, May 6, 2014 for the following:

**DIAMONDHEAD DRIVE EAST
DRAINAGE IMPROVEMENTS**

Quotes are invited for furnishing and installing drainage improvements on Diamondhead Drive East. Scope of work includes clearing and grubbing, backfill and installation of rip-rap.

The maximum time allowable for completion of said project is thirty (30) calendar days following the CITY'S written order to commence (Notice to Proceed). The Contractor further agrees to pay liquidated damages in the amount of \$200 per calendar day beyond the allowed completion date.

All persons having a contract with the City of Diamondhead must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin, or handicap.

Proof of Certificate of Liability Insurance coverage and copy of Company's Contractor License must be submitted with the quotes.

The City reserves the right to reject any or all quotes and to award said quotes in the best interest of the City.

QUOTES SHALL BE DELIVERED TO THE PURCHASING CLERK, CITY OF DIAMONDHEAD, 5000 DIAMONDHEAD CIRCLE, DIAMONDHEAD, MS BY THE SET TIME AND DATE LISTED ABOVE.

Company Saunders Construction LLC

Company Representative Signature Noelle Saunders

Representative Printed name Noelle Saunders

Address: PO Box 7168, D'iberville, MS 39540

Phone Number: 800-5142/219-4919 Date 05-01-14

ITEM NO.	BASE QUOTE DESCRIPTION	TOTAL COST
1	Diamondhead Drive East (100 LF)	\$ <u>30,000.00</u>

TOTAL COST thirty thousand dollars and zero cents
DOLLARS & CENTS (words)

ITEM QUOTE ALTERNATE NO.1

NO. DESCRIPTION

TOTAL COST ALT 1

1 Diamondhead Drive East (20 LF)

\$ 6,000.00

TOTAL COST ALT NO 1 six thousand dollars and zero cents
DOLLARS & CENTS (words)

(Total Cost amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

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QUOTES SHALL BE DELIVERED TO THE PURCHASING CLERK, CITY OF DIAMONDHEAD, 5000 DIAMONDHEAD CIRCLE, DIAMONDHEAD, MS BY THE SET TIME AND DATE LISTED ABOVE.

Company MOWA Development, LLC

Company Representative Signature 

Representative Printed name Kenneth M. Cox

Address: 2700 Old Spanish Trail Gautier, MS 39553

Phone Number: 228-497-9262 Date 05/06/2014

ITEM NO.	BASE QUOTE DESCRIPTION	TOTAL COST
1	Diamondhead Drive East (100 LF)	\$ <u>38,000</u>

TOTAL COST Thirty eight thousand dollars $\frac{1}{100}$ NO
DOLLARS & CENTS (words)

ITEM QUOTE ALTERNATE NO.1
NO. DESCRIPTION

TOTAL COST ALT 1

1 Diamondhead Drive East (20 LF)

\$ 7,600

TOTAL COST ALT NO 1 Seven thousand six hundred dollars ^{¢ NO/100}
DOLLARS & CENTS (words)

(Total Cost amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525-3260

Phone: (228) 222.4626

FAX: (228) 222.4390

www.diamondhead.ms.gov

May 15, 2014

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

Dear Mayor and Councilmembers:

The Hancock County Sheriff's Department has offered to loan and install computers in nine (9) police cars owned by the City. With internet access in the units, officers will have vital information readily available while responding to calls.

The City would only be responsible for the recurring monthly expense to supply the internet service for the units. The total monthly fee for the nine (9) units would be \$372.60 under State Contract pricing through C-Spire.

It is my recommendation to proceed with the installation of the equipment and to secure the internet service through C-Spire.

Thank you for your favorable consideration in this matter.

Sincerely,

Rick Sullivan
Acting City Manager

RS:jk