

Supervisor **BEVERLY MARTIN** moved the adoption of the following Order:

ORDER TERMINATING THE INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENTS AS APPROVED ON MARCH 12, 2018 AND SEPTEMBER 4, 2018 AFTER THE ATTORNEY GENERAL REJECTED THE SAME AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LONG BEACH, THE CITY OF PASS CHRISTIAN AND HARRISON COUNTY FOR INITIAL PROJECT PROGRAM DEVELOPMENT FOR THE BEATLINE PARKWAY PROJECT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does hereby terminate the Interlocal Governmental Cooperation Agreements between the City of Long Beach, the City of Pass Christian and the County as approved on March 12, 2018 and September 4, 2018 after the Mississippi Attorney General rejected the same. **FURTHER ORDERED**, the Board does hereby approve the Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi for Initial Project Program Development for the Beatline Parkway Project as attached hereto as Exhibit "A" and authorizes the signing thereof.

Supervisor **CONNIE ROCKCO** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BEVERLY MARTIN	voted	AYE
Supervisor ANGEL KIBLER-MIDDLETON	voted	AYE
Supervisor MARLIN R. LADNER	voted	AYE
Supervisor KENT JONES	voted	AYE
Supervisor CONNIE M. ROCKCO	voted	AYE

The majority of the members present, having voted in the affirmative, the motion was declared carried, and the Order adopted on this the 13th day of May, 2019.

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LONG BEACH,
MISSISSIPPI, THE CITY OF PASS CHRISTIAN, MISSISSIPPI AND
HARRISON COUNTY, MISSISSIPPI FOR INITIAL PROJECT PROGRAM
DEVELOPMENT FOR THE BEATLINE PARKWAY PROJECT**

THIS AGREEMENT is entered into on the effective date hereinafter set forth by and between the CITY OF LONG BEACH, MISSISSIPPI, a political subdivision and municipal corporation organized and existing pursuant to the laws of the State of Mississippi, ("Long Beach"), the CITY OF PASS CHRISTIAN, MISSISSIPPI, a political subdivision and municipal corporation organized and existing pursuant to the laws of the State of Mississippi, ("Pass Christian"), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, a political subdivision of the State of Mississippi, ("Harrison County").

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency to residents of the County; and

WHEREAS, Long Beach, by and through its Mayor and Board of Aldermen, Pass Christian, by and through its Mayor and Board of Aldermen, and Harrison County desire to continue to work together to design and construct a four (4) lane boulevard, including left and right turning lanes as well as curbs and gutters, extending from the existing U.S. Interstate 10 south to Mississippi Highway 90, (the "Beatline Parkway Project"). A map depicting the Project is attached hereto as Exhibit "A"; and

WHEREAS, Long Beach, Pass Christian and Harrison County desire to enter into a Memorandum of Agreement with regard to the Beatline Parkway Project; and

WHEREAS, the purpose of the Agreement is to provide for the initial planning for the development, funding, acquisition of requisite rights-of-way and construction of the Beatline Parkway Project during the term hereof and under the conditions as more specifically set forth herein this Agreement; and



WHEREAS, there will be no separate or legal administrative entity created hereby, but the purpose of this Agreement shall be that the governing authorities of Long Beach, Pass Christian, and Harrison County shall cooperate together within and under the terms of this Agreement to achieve completion of the Beatline Parkway Project at minimum cost to the taxpayers of Long Beach, Pass Christian and Harrison County.

NOW, THEREFORE, FOR AND IN CONDESRATION of the mutual benefits and advantages each to the other, the parties hereby acting by and through their respective Governing Authorities, agree as follows:

SECTION I. Term, Termination and Amendment.

(A) **Term.** This Agreement shall be in full force and effect for a period of four (4) years commencing on the last date of approval of the Agreement by Resolution by Long Beach, Pass Christian and Harrison County. Long Beach Pass Christian acknowledge and understand that this Agreement is subject to approval and/or cancellation on or after January 6, 2020, by the County as the current Board of Supervisors cannot legally bind the County to a contract beyond its term of office. This Agreement may be renewed upon such terms and conditions as are then agreed in writing by the parties. The Cities and the County shall notify each other, no later than thirty (30) days prior to the 1st day of May, 2023, that they intend to renew or reject the Agreement for another period of time to be agreed upon but in no event shall any renewal term exceed each governing Board's term of office.

(B) **Termination.**

(i) **By Consent.** This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of each respective City and the President of the Board of Supervisors.

(ii) **By Notice.** This Agreement may be terminated by a party upon six (6) months written notice to the non-terminating parties.

(C) **Amendment.** This Agreement may be amended upon the written agreement of all parties and shall become enforceable on the last date of approval of the amendment by Resolution of Long Beach, Pass Christian and Harrison County.

(D) **Authority.** Action taken under this section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The cities shall act according to law by and through the respective Mayors and Boards of Aldermen and Harrison County shall act according to law by and through its Board of Supervisors.

SECTION II. 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 Long Beach, under the direction of the Mayor and Board of Aldermen for the City, the designated representative of Pass Christian, under the direction of the Mayor and Board of Aldermen for the City, and the designated representative of Harrison County, under the direction of the Harrison County Board of Supervisors. No separate legal or administrative agency will be created by this Agreement.

SECTION III. Purpose and Statutory Authorities.

The purpose of this Agreement is to provide for the initial planning for the development, funding, acquisition of requisite rights-of-way and construction of the Beatline Parkway Project, a portion of which is located in Long Beach, a portion of which is located in Pass Christian, and all of which is located in Harrison County. The Project shall be a limited access state highway designed and constructed with four (4) lanes, left and right turning lanes, and divided by a raised boulevard, including curbs and gutters. The specific authority under which Long Beach and Pass Christian may exercise the powers necessary to fulfill their respective obligations under this Agreement is found in Miss. Code Ann. §21-37-3 (1972), as amended. The specific authority under which Harrison County may exercise the powers necessary to fulfill its obligations under this Agreement is found in Miss. Code Ann. §19-3-41 (1972), as amended. It is expressly understood and agreed that the obligations of Long Beach and Pass Christian shall be limited to the jurisdiction of each respectively.

Any liabilities or claims arising out of and during the performance of this Agreement and/or the Project against the parties hereto or either of the same will be determined according to applicable laws including, but not limited to Miss. Code Ann. §11-46-1 (1972), as amended.

SECTION IV. Real and Personal Property.

(A) The project will ultimately involve acquisition of temporary construction rights-of-way and permanent roadway easements and rights-of-way. There shall be no jointly held property. The rights-of-way and easements obtained shall be owned by the City or the County in which the property is located. All roadway easements and rights-of-way obtained for the project will be transferred to the Mississippi Department of Transportation upon completion of the Project.

(B) It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Any transfer of real property interests between the parties shall be by agreement separate and apart from this Agreement.

SECTION V. 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; therefore, no treasurer or disbursing officer needs to be identified.

SECTION VI. Joint Board Provisions.

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

SECTION VII. Severability.

In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed herefrom, and all remaining provisions and parts shall continue in full force and effect.

SECTION VIII. Captions.

The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

SECTION IX. Counterparts.

This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, I as Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Long Beach, attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the ____ day of _____, 2019.

CITY OF LONG BEACH, MISSISSIPPI

George Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

(SEAL)

I HAVE APPROVED THIS
MEMORANDUM OF AGREEMENT
AS TO FORM:

James C. Simpson, Jr., Esq.
Attorney for the City of Long Beach

IN WITNESS WHEREOF, I as Mayor of the City of Pass Christian, Mississippi, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of City of Pass Christian, attached hereto, do hereby set and subscribe my signature on behalf of the City of Pass Christian to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the ____ day of _____, 2019.

CITY OF PASS CHRISTIAN, MISSISSIPPI

Leo "Chipper" McDermott, Mayor

ATTEST:

Marian Gest, City Clerk

(SEAL)

I HAVE APPROVED THIS
MEMORANDUM OF AGREEMENT
AS TO FORM:

Malcolm Jones, Esq.
Attorney for the City of Pass Christian

IN WITNESS WHEREOF, I as President of the Harrison County Board of Supervisors, the officer duly authorized in the premises by Order of the Board of Supervisors of Harrison County, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Harrison County to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the ____ day of _____, 2019.

HARRISON COUNTY, MISSISSIPPI

Marlin R. Ladner, President
Harrison County Board of Supervisors

ATTEST:

John McAdams, Clerk of the Board

(SEAL)

I HAVE APPROVED THIS
MEMORANDUM OF AGREEMENT
AS TO FORM:

Tim C. Holleman, Esq.
Attorney for the Harrison County
Board of Supervisors



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EXHIBIT
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Map



Harrison County, MS

Certified Copy

Order: 19-0836

File Number: 19-0836

ORDER terminating the Interlocal Governmental Cooperation Agreement as approved on March 12, 2018 and September 4, 2018 after the Attorney General rejected the same and approving a Memorandum of Agreement between the City of Long Beach, the City of Pass Christian and Harrison County for Initial Project Program Development for the Beatline Parkway Project.

I, John McAdams, Chancery Clerk and Ex Officio Clerk of the Board of Supervisors of Harrison County, Mississippi, certify that this is a true copy of Order No. 19-0836, passed by the Board of Supervisors on 5/13/2019.

THIS 4th day of June 2019.

JOHN McADAMS, Chancery Clerk and
Clerk of the Board of Supervisors

By: *Hensietta Caranna*
Deputy Clerk

