

RECEIVED

APR 24 2014

BOYCE HOLLEMAN & ASSOC.

STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
JACKSON, MISSISSIPPI

April 18, 2014

Mr. Tom C. Holleman, Esq.
Boyce Holleman & Associates
1720 23rd Avenue
Gulfport, MS 39501

Dear Mr. Holleman:

I, Delbert Hosemann, Secretary of State, do hereby certify the

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF GULFPORT, CITY OF BILOXI AND HARRISON COUNTY,
MISSISSIPPI

was recorded in this office in the Records of Incorporation; the Interlocal
Corporation Act File; and is located in Photostat Book 396.

GIVEN UNDER MY HAND AND THE GREAT SEAL OF THE STATE OF
MISSISSIPPI HERETO AFFIXED, THIS 18TH DAY OF APRIL, 2014



C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.

RECEIVED

APR 10 2014

BOYCE HOLLEMAN & ASSOC.

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

April 7, 2014

Tim C. Holleman, Esq.
Boyce Holleman & Associates
1720 23rd Avenue
Gulfport, Mississippi 39501

Re: Interlocal Cooperation Agreement between the City of Gulfport, City of Biloxi and Harrison County, Mississippi

Dear Mr. Holleman:

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement and has referred it to me for research and reply. As required by Miss. Code Ann. Section 17-13-11(1972), all interlocal agreements must be approved by the Attorney General before they may go into effect. This agreement involves the replacement of the Lorraine Road bridge over the Biloxi River by the City of Gulfport, the City of Biloxi and Harrison County, Mississippi.

We have examined the agreement pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. Sections 17-13-1 *et seq.* (1972) and find that the agreement is in proper form and compatible with the laws of the State of Mississippi and is hereby approved. We should note that the agreement must have been approved by resolution on the minutes of the governing authorities who are parties to the agreement. With respect to the effect of the agreement on successor boards as it relates to the duration of the agreement, this office has consistently opined that contracts or agreements extending beyond the term of the current governing body are voidable by the succeeding board.

Prior to becoming effective, the agreement must, in addition to receiving the approval of this office, be filed with the chancery clerk of each county in which any party to the agreement is located and with the Secretary of State. Please note that any amendments to the agreement must also be approved by this office.

Tim C. Holleman, Esq.
April 7, 2014
Page two

If our office may be of further assistance, please advise.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Triche Janous".

Leigh Triche Janous
Special Assistant Attorney General

Enclosure

OFFICIAL OPINION

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF
GULFPORT, THE CITY OF BILOXI AND HARRISON COUNTY FOR THE REPLACEMENT
OF THE LORRAINE ROAD BRIDGE OVER THE BILOXI RIVER AND FOR OTHER
RELATED PURPOSES**

THIS AGREEMENT is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi (herein the "City of Gulfport"); the CITY OF BILOXI, MISSISSIPPI, a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi (herein the "City of Biloxi") and the HARRISON COUNTY BOARD OF SUPERVISORS, a political subdivision of the State of Mississippi (herein the "Harrison County") pursuant to authority of and in accordance with Miss. Code Ann. Section 17-13-1, et seq., being the "Interlocal Cooperation Act of 1974" and other applicable laws and regulations.

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

ARTICLE I. PURPOSE

The Lorraine Road Bridge over the Biloxi River crosses into a portion of both the City of Gulfport and the City of Biloxi, in Harrison County. The Bridge is in poor condition, and the City of Gulfport, the City of Biloxi and Harrison County desire to replace and improve the structure. In a prior structural evaluation of the Bridge, it was determined that replacement of the entire structure is the best option. The Parties are unanimous in their desire to move forward with demolishing and building a new structure. The purpose of this Agreement is to define the scope of the various obligations for the City of Gulfport, the City of Biloxi and Harrison County (hereinafter "Parties").

ARTICLE II. DURATION, TERMINATION AND AMENDMENT

Section 2.1. Term of Agreement; Duration:

(a) Duration: This Agreement shall be in full force and effect for a period commencing on the effective date hereof (as hereinafter provided) and running through and including December 31, 2015, or the expiration of the warranty period of the design and construction work which is the subject of this Agreement, whichever is later.

(b) Effective Date: The effective date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution adopted by the City of Gulfport, the City of Biloxi and Harrison County; (2) Execution of the Agreement by the City of Gulfport, the City of Biloxi and Harrison County; and (3) Submission of Agreement to the Attorney General and approval or ratification as required by Mississippi law; and (4) Filing of the Agreement with the Chancery Clerk and the Mississippi Secretary of State, in conformity with the requirements of Miss. Code Ann. Sec. 17-13-11, et seq., as amended.

Section 2.2. Renewal: This Agreement shall not automatically renew.

Section 2.3. Amendment or Termination:

- (a) By Consent: This Agreement may be amended by or terminated by mutual consent in writing of the Parties duly authorized by their respective Governing Authorities.
- (b) 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 City Councils ("Governing Authorities"), and Harrison County shall act according to law by its Board of Supervisors ("Board").

ARTICLE III. STATUTORY AUTHORITY

Section 3.1. Statutory Authority of the City of Gulfport, City of Biloxi, and Harrison County:

Under Miss. Code Ann. Sec. 21-17-1 ("General Powers"); Miss. Code Ann. Sec. 21-17-5 ("Home Rule"); Miss. Code Ann. Sec. 17-13-7 ("Interlocal Agreements"); Miss. Code Ann. Sec. 21-37-3

("Maintenance of Streets"); Miss. Code Ann. Sec. 65-7-79 ("County joining Municipality in Keeping Roads"); and Miss. Code Ann. Sec. 65-7-85 ("Construction and Maintenance by County of Streets within Municipalities"); the City of Gulfport, City of Biloxi and Harrison County have authority to enter into this Agreement for the purpose herein stated and on the terms herein provided.

Section 3.2. Responsibility:

No separate, legal or administrative entity is, or shall be created by this Agreement, and the City Governing Authorities and the Board of Supervisors, subject to applicable conditions of this Agreement, shall each continue to manage and maintain the roads and bridges located within their respective jurisdictions.

**ARTICLE IV. PROVISIONS RELATED TO THE REPLACEMENT OF THE LORRAINE
ROAD BRIDGE OVER THE BILOXI RIVER**

Section 4.1. Definition of the Project:

The Cities of Gulfport and Biloxi and Harrison County desire to replace the existing Lorraine Road Bridge over the Biloxi River, including, but not limited to, acquiring of necessary rights of way, demolition of the existing bridge and replacement with a new structure built according to current Mississippi Department of Transportation specifications and guidelines. For the purpose of this Agreement, the improvements shall collectively be known as the "Project".

Section 4.2. Acquisition of Right of Way:

Harrison County has previously financed and completed the engineering design work and property acquisition necessary for this Project. However, should additional property acquisition be necessary, Harrison County shall purchase the land, easements, temporary construction easements, or rights of entry and the costs associated therewith shall be shared equally by the City of Gulfport, the City of Biloxi and Harrison County.

Section 4.3. Funding for the Project:

The Project is expected to cost approximately Nine Million, Seven Hundred Twenty Four Thousand, Seven Hundred and Seventy-Two Dollars and Fifty-Five Cents (\$9,724,772.55), with funding

for the Project derived from several different sources. This Agreement covers only the obligations of the City of Gulfport, City of Biloxi, and Harrison County, which amount, based on Project estimates, totals Two Million, Five Hundred Sixty-Nine Thousand, and Four Hundred Seventy-Two Dollars and Fifty-Five Cents (\$2,569,472.55). A portion of the funding will be provided by the Office of State Aid and the Gulf Regional Planning Commission.

The Bridge extends and runs through a portion of the City of Gulfport and the City of Biloxi, and benefits citizens from both Cities, as well as residents of Harrison County. The costs for the Project, including engineering, construction, rights of way acquisition, and demolition costs, shall be shared equally between the City of Gulfport, the City of Biloxi, and Harrison County, with estimated costs for each Party at Eight Hundred, Fifty-Six Thousand, Four Hundred and Ninety Dollars and Eight-Five Cents (\$856,490.85). The Project estimate was prepared based on a preliminary design. After bids are received, Harrison County shall notify the City of Gulfport and the City of Biloxi of the Bid and Contract totals. Harrison County shall also provide notice to the City of Gulfport and the City of Biloxi of any change order costs. Should the Project be completed under the estimated amount, the amounts paid by each Party may be decreased and/or refunded on a pro rata basis.

Section 4.4. Payment:

The Cities of Gulfport and Biloxi agree to remit their respective proportionate shares for funding the Project within thirty (30) days of receipt of request for its proportionate share from Harrison County; provided, however, that in the event the Office of State Aid requires funding deposited into escrow prior to commencement of construction of the Project, the Parties agree to deposit their respective proportionate share in the time and manner authorized and directed in writing by the Office of State Aid.

Section 4.5. Oversight and Management of the Project:

The Board of Supervisors, by and through employees of Harrison County, shall oversee and manage the Project and, at no additional cost to the City of Gulfport or the City of Biloxi other than as set forth hereinabove, shall engage any and all engineering and/or construction firms required to accomplish

the Project. The Board of Supervisors shall ensure that all purchasing/procurement related statutes and/or rules and regulations are strictly followed for the Project.

Section 4.6. Construction:

Preliminary Construction Plans have been prepared by A. Garner Russell & Associates, Inc. The plans are currently being reviewed and will be approved by all Parties prior to construction.

Section 4.7. Right of Way:

Harrison County shall be responsible for obtaining or acquiring all necessary rights of way and/or easements, including temporary construction easements, necessary to accomplish the Project. The cost of obtaining or acquiring all necessary rights of way and/or easements shall be shared equally between the City of Gulfport, the City of Biloxi, and Harrison County as hereinabove set forth.

Section 4.8 Control and Maintenance:

Harrison County shall have and assume full responsibility to control and maintain the existing bridge during the Project construction period and for demolition of the existing bridge following the completion of the Project and the opening of the new bridge to public use.

Section 4.9. Public Liability:

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. Section 17-13-1, et seq.

ARTICLE V. GENERAL PROVISIONS

Section 5.1. Severance of Provisions:

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 5.2 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 5.3. Counterparts:

This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original, subject to at least one (1) original document meeting all official approval and filing conditions required by Miss. Code Ann. Section 17-13-11, as amended.

Signature Pages Follow

WITNESS MY SIGNATURE as duly authorized, for and on behalf of the City of Gulfport, on the date indicated below.

THIS THE 24th DAY OF February, 2014.

CITY OF GULFPORT, MISSISSIPPI

BY:

Billy Hewes
BILLY HEWES, MAYOR

ATTESTED BY:

[Signature]
CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 24th day of February, 2014, BILLY HEWES and SCOTT WILSON, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

Ronda S. Cole
NOTARY PUBLIC

My Commission Expires:

March 22, 2016



WITNESS MY SIGNATURE as duly authorized for, and on behalf of the City of Biloxi, on the date indicated below.

THIS THE 25th DAY OF Feb, 2014.

CITY OF BILOXI, MISSISSIPPI

BY:

A.J. Holloway
A.J. HOLLOWAY, MAYOR

ATTESTED BY:

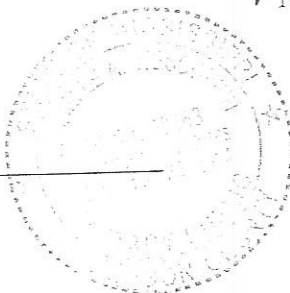
Stacy L Thacker
CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 25th day of Feb, 2014, A.J. HOLLOWAY and STACY THACKER, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Biloxi, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Biloxi, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Biloxi.

Michelle A Wesconick
NOTARY PUBLIC

My Commission Expires:



WITNESS OUR SIGNATURES as duly authorized for, and on behalf of Harrison County, on the date indicated below.

THIS THE 3rd DAY OF March, 2014.

HARRISON COUNTY BOARD OF
SUPERVISORS

BY:

Marlin R. Ladner
PRESIDENT, BOARD OF SUPERVISORS

ATTESTED BY:

[Signature]
CLERK OF THE BOARD

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 3rd day of March, 2014, Marlin R. Ladner and JOHN McADAMS, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County Board of Supervisors, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County Board of Supervisors, having been first duly authorized so to act by Resolution of the Harrison County Board of Supervisors.

[Signature]
NOTARY PUBLIC

My Commission Expires:





Harrison County, MS

Official Agenda Board of Supervisors

Monday, March 3, 2014

9:30 AM

Gulfport

58 14-364

ORDER approving the Interlocal Governmental Cooperation Agreement between the city of Gulfport, the city of Biloxi, and Harrison County for the replacement of the Lorraine Road Bridge over the Biloxi River and for other related purposes, and authorizing the Board President to execute same.

Attachments: Lorraine road bridge Interlocal agreement
 Gulfport resolution Lorraine Road bridge
 City of Biloxi Certified copy of Resolution # 92-14

A motion was made by Supervisor Savant seconded by Supervisor Martin, that this Order be APPROVED by the following vote:

Aye: 4 - Supervisor Swetman III; Supervisor Savant; Supervisor Ladner and Supervisor Martin

Absent & Exc: 1 - Supervisor Rockco

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF
GULFPORT, THE CITY OF BILOXI AND HARRISON COUNTY FOR THE REPLACEMENT
OF THE LORRAINE ROAD BRIDGE OVER THE BILOXI RIVER AND FOR OTHER
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Section 2.1. Term of Agreement: Duration:

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("Maintenance of Streets"); Miss. Code Ann. Sec. 65-7-79 ("County joining Municipality in Keeping Roads"); and Miss. Code Ann. Sec. 65-7-85 ("Construction and Maintenance by County of Streets within Municipalities"); the City of Gulfport, City of Biloxi and Harrison County have authority to enter into this Agreement for the purpose herein stated and on the terms herein provided.

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Section 4.4. Payment:

The Cities of Gulfport and Biloxi agree to remit their respective proportionate shares for funding the Project within thirty (30) days of receipt of request for its proportionate share from Harrison County; provided, however, that in the event the Office of State Aid requires funding deposited into escrow prior to commencement of construction of the Project, the Parties agree to deposit their respective proportionate share in the time and manner authorized and directed in writing by the Office of State Aid.

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The Board of Supervisors, by and through employees of Harrison County, shall oversee and manage the Project and, at no additional cost to the City of Gulfport or the City of Biloxi other than as set forth hereinabove, shall engage any and all engineering and/or construction firms required to accomplish

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Section 4.8 Control and Maintenance:

Harrison County shall have and assume full responsibility to control and maintain the existing bridge during the Project construction period and for demolition of the existing bridge following the completion of the Project and the opening of the new bridge to public use.

Section 4.9. Public Liability:

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. Section 17-13-1, et seq.

ARTICLE V. GENERAL PROVISIONS

Section 5.1. Severance of Provisions:

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 5.2 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 5.3. Counterparts:

This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original, subject to at least one (1) original document meeting all official approval and filing conditions required by Miss. Code Ann. Section 17-13-11, as amended.

Signature Pages Follow

WITNESS MY SIGNATURE as duly authorized, for and on behalf of the City of Gulfport, on the date indicated below.

THIS THE 24th DAY OF February, 2014.

CITY OF GULFPORT, MISSISSIPPI

BY:

Billy Hewes
BILLY HEWES, MAYOR

ATTESTED BY:

[Signature]
CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 24th day of February, 2014, BILLY HEWES and SCOTT WILSON, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

Ronda S. Cole
NOTARY PUBLIC

My Commission Expires:

March 22, 2016



WITNESS MY SIGNATURE as duly authorized for, and on behalf of the City of Biloxi, on the date indicated below.

THIS THE 25th DAY OF Feb, 2014.

CITY OF BILOXI, MISSISSIPPI

BY:

A.J. Holloway
A.J. HOLLOWAY, MAYOR

ATTESTED BY:

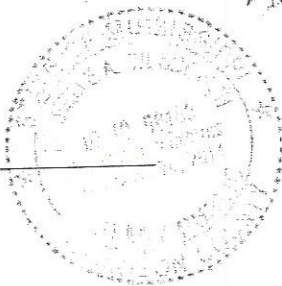
Stacy L Thacker
CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 25th day of Feb, 2014, A.J. HOLLOWAY and STACY THACKER, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Biloxi, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Biloxi, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Biloxi.

Michelle A Wesconick
NOTARY PUBLIC

My Commission Expires:



WITNESS OUR SIGNATURES as duly authorized for, and on behalf of Harrison County, on the date indicated below.

THIS THE ____ DAY OF _____, 2014.

HARRISON COUNTY BOARD OF
SUPERVISORS

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

ATTESTED BY:

CLERK OF THE BOARD

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2014, _____ and JOHN McADAMS, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County Board of Supervisors, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County Board of Supervisors, having been first duly authorized so to act by Resolution of the Harrison County Board of Supervisors.

NOTARY PUBLIC

My Commission Expires:



Harrison County, Mississippi

Certified Copy

Order: 14-364

File Number: 14-364

ORDER approving the Interlocal Governmental Cooperation Agreement between the city of Gulfport, the city of Biloxi and Harrison County for the replacement of the Lorraine Road Bridge over the Biloxi River and for other related purposes, and authorizing the Board President to execute same.

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. 14-364, passed by the Board of Supervisors on 3/3/2014.

THIS 5th day of March 2014.

JOHN McADAMS, Chancery Clerk and
Clerk of the Board of Supervisors, Harrison County, Mississippi.

By:

Henrietta Caronna
Deputy Clerk





City of Gulfport, Mississippi

2309 15th Street
Gulfport, Ms. 39501

Official Certification

I, Ronda S. Cole, duly appointed and qualified Deputy City Clerk of the City of Gulfport, MS;
do hereby certify that the foregoing is a true and correct copy of:

A Resolution by the Gulfport City Council approving an Interlocal Governmental Cooperation Agreement between the City of Gulfport, the City of Biloxi and Harrison County for the replacement of the Lorraine Road Bridge over the Biloxi River and for other related purposes; as approved from the meeting of the Mayor and City Council held on the 18th day of February, 2014. As such is under my custody and care.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Gulfport, Mississippi, this 24th day of February, 2014.



Ronda S. Cole

Ronda S. Cole
Deputy City Clerk

2/24/14

Date

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 18th day of February, 2014, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AN
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF GULFPORT, THE CITY OF BILOXI AND HARRISON COUNTY FOR THE
REPLACEMENT OF THE LORRAINE ROAD BRIDGE OVER THE BILOXI RIVER
AND FOR OTHER RELATED PURPOSES**

WHEREAS, the Lorraine Road Bridge over the Biloxi River (hereinafter "Bridge") crosses through a portion of both the City of Gulfport and the City of Biloxi, both in Harrison County; and

WHEREAS, the Governing Authorities of the City of Gulfport, the City of Biloxi, and Harrison County (hereinafter "Parties"), acknowledge the poor condition of the Bridge and desire to work together to build a new improved structure; and

WHEREAS, for the purpose of defining the scope of their various obligations and responsibilities, the Parties believe it in their best interest to enter into an Interlocal Governmental Cooperation Agreement pursuant to Miss. Code Ann. Section 17-13-1, et seq.; and

WHEREAS, the proposed Agreement is incorporated herein and attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Interlocal Governmental Cooperation Agreement between the City of Gulfport, the City of Biloxi and Harrison County should be and hereby is approved in the same or substantially the same form as set out in Exhibit "A", subject to the approval by the Attorney General of the State of Mississippi, as required by Miss. Code Ann. Section 17-13-11, as amended.

Section 3. That the Mayor be and is hereby authorized to execute the attached Agreement on behalf of the City of Gulfport.

Section 4. That this Resolution shall be in full force and effect at the earliest time allowed by law and shall be enrolled and published in the manner required by law, including but not limited to the recording requirements found in Miss. Code Ann. Section 17-13-11, as amended.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Flowers, seconded by Councilmember Pucheu, and was adopted by the following roll call vote:

AYES

Casey
Dombrowski
Holmes-Hines
Walker
Sharp
Flowers
Pucheu

NAYS

None

ABSENT

None

WHEREUPON, the President declared the motion carried and the Resolution adopted

this the 18th day of February, 2014.



Ronda L. Cole
CLERK OF THE COUNCIL

ADOPTED:

Rich Paul Hall
PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the 19th day of February, 2014.

APPROVED:

[Signature]
MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF BILOXI

C E R T I F I C A T E

I, the undersigned, Keri L. Campbell, Deputy Clerk of the Council of the City of Biloxi, Mississippi, do hereby certify that the attached Resolution Number 92-14 is a true copy of the original Resolution which will be placed on the record of the Council Minutes of the City of Biloxi, Mississippi, of a duly held Meeting on the 25th day of February, 2014 and that the original Resolution appears on record in the Clerk of Council's Office from which this copy is taken and compared.

DONE this the 5th day of March, 2014.



Keri L. Campbell

A RESOLUTION BY THE BILOXI CITY COUNCIL APPROVING AN INTERLOCAL
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GULFPORT, THE CITY OF BILOXI AND HARRISON COUNTY FOR THE
REPLACEMENT OF THE LORRAINE ROAD BRIDGE OVER THE BILOXI RIVER AND
FOR OTHER RELATED PURPOSES

WHEREAS, the Lorraine Road Bridge over the Biloxi River (hereinafter "Bridge") crosses through a portion of both the City of Gulfport and the City of Biloxi, both in Harrison County; and

WHEREAS, the Governing Authorities of the City of Gulfport, the City of Biloxi, and Harrison County (hereinafter "Parties"), acknowledge the poor condition of the Bridge and desire to work together to build a new improved structure; and

WHEREAS, for the purpose of defining the scope of their various obligations and responsibilities, the Parties believe it in their best interest to enter into an Interlocal Governmental Cooperation Agreement pursuant to Miss Code Ann. Section 17-13-1, et seq.; and

WHEREAS, the proposed Agreement is incorporated herein and attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BILOXI MISSISSIPPI, AS FOLLOWS, TO WIT:

SECTION 1: That the findings, conclusions and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION 2: That the proposed Interlocal Governmental Cooperation Agreement between the City of Gulfport, the City of Biloxi and Harrison County should be and hereby is approved in the same or substantially the same form as set out in Exhibit "A", subject to the

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approval by the Attorney General of the State of Mississippi, as required by Miss. Code Ann. Section 17-13-11, as amended.

SECTION 3: That the Mayor and Municipal Clerk be and are hereby authorized to execute the attached Agreement on behalf of the City of Biloxi.

SECTION 4: That this Resolution shall be in full force and effect at the earliest time allowed by law and shall be enrolled and published in the manner required by law, including but not limited to the recording requirements found in Miss. Code Ann. Section 17-13-11, as amended.

The foregoing Resolution having first been reduced to writing, was read by the Clerk and moved by Councilmember Gines, seconded by Councilmember Newman, and was adopted by the following vote:


YEAS:	Lawrence	Tisdale	NAYS:	None
	Gines	Glavan		
	Newman	Fayard		

ABSENT: Deming

The President then declared the Resolution adopted this the 25th day of February, 2014.

ATTEST:

APPROVED:



Karen Brasher
CLERK OF THE COUNCIL

Paul L. Tisdale
PRESIDENT OF THE COUNCIL

Res. No. 92-14

Submitted to and approved by the Mayor, this the 3rd day of February, 2014.

APPROVED:


MAYOR

Boyce
HOLLEMAN & ASSOCIATES
A Professional Association Attorneys at Law
Since 1950

April 11, 2014

HAND-DELIVERED

John McAdams
Chancery Clerk
1801 23rd Avenue
Gulfport, MS 39501

Re: Interlocal Governmental Cooperation Agreement Between the
City of Gulfport, City of Biloxi and Harrison County, Mississippi, for
Replacement of the Lorraine Road Bridge over the Biloxi River

Dear John:


Enclosed is the Interlocal Governmental Cooperation Agreement between the City of Gulfport, City of Biloxi, and Harrison County for the Replacement of the Lorraine Road Bridge over the Biloxi River.

The Agreement was approved by the Attorney General on April 7, 2014. Please file the enclosed Agreement in accordance with Miss. Code Ann., § 17-13-11 (1972).

Thank you for your assistance. With best personal regards, I am

Sincerely,

BOYCE HOLLEMAN & ASSOCIATES


Tim C. Holleman

TCH/gj

Enclosures

cc: Board Members (via email)
County Administrator (via email)
Delbert Hosemann, Secretary of State
Hugh Keating, Esq., with enclosures (via email)
Gina Tompkins, Esq., with enclosures (via email)
Chelsea Brannon, Esq., with enclosures (via email)

Jesse Boyce Holleman
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