

STATE OF MISSISSIPPI

COUNTY OF HARRISON

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, THE CITY OF LONG BEACH AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES**

THIS AGREEMENT is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI; the CITY OF BILOXI, MISSISSIPPI; the CITY OF PASS CHRISTIAN, MISSISSIPPI; the CITY OF LONG BEACH, MISSISSIPPI; and the CITY OF D'IBERVILLE, MISSISSIPPI, (hereinafter, the "participating municipalities") each being a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi pursuant to authority of an in accordance with Miss. Code Ann., as amended, 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 herby acting by and through their respective Governing Authorities, agree as follows:

**ARTICLE I. DURATION, TERMINATION AND AMENDMENT**

Sec. 1.1. (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 July 15, 2017.

(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 by the City of Gulfport, the City of Biloxi, the City of Long Beach, the City of Pass Christian, and the City of D'Iberville; (2) Execution of the Agreement on behalf of the Cities and (3) Submission of Agreement to the Attorney General and approval or ratification by law, and filing of the Agreement with the Chancery Clerk in conformity with the requirements of Miss. Code of 1972 Ann., as amended, Section 17-13-11.

Sec. 1.2. Renewal. This Agreement shall not automatically renew, but may be renewed by each participating municipality by vote of each newly elected governing authority, by resolution, spread upon its minutes accepting continuation of this Agreement for the term of office of each governing authority.

Section. 1.3. Amendment or Termination.

- (a) By Consent. This Agreement may be amended by or terminated by mutual consent in writing of all of the parties duly authorized by their respective Governing Authorities.
- (b) By Notice. Any party to this Agreement may terminate its participation in the Agreement upon three (3) months written notice to the Mayor of each of the participating municipalities.
- (c) 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/Boards of Alderman ("Governing Authorities").

**ARTICLE II. STATUTORY AUTHORITY AND PURPOSE**

Sec. 2.1. Statutory Authority of the Cities. Pursuant to Miss. Code Ann. Section 21-27-121, the governing authorities of municipalities shall have the power to fix the rates and charges of persons operating motor vehicles for the transportation of persons for compensation within the limits of the municipality. Further, pursuant to Miss. Code Ann. Section 21-27-131, et seq., the governing authorities of municipalities have the authority to adopt a licensing scheme for the operators of Motor Vehicles for Hire and to enforce the same, to require insurance of operators of motor vehicles for hire, to require vehicle registration and numbering of motor vehicles operated for hire.

Sec. 2.2. Responsibility. A separate, legal or administrative entity is created by this Agreement to oversee the regulation of motor vehicles for hire within the municipalities of Harrison County, Mississippi, with representatives of each participating municipality being a part of that entity.

Sec. 2.3. Definitions.

1. FEE: For the purposes of this Agreement, the word “fee” shall mean rates and charges.

2. MOTOR VEHICLE FOR HIRE: For purposes of this Agreement the phrase “motor vehicle for hire” shall mean any motor vehicle, animal-drawn vehicle, pedicab or other vehicle designed or used for the transportation of passengers for hire, the charges for the use of which are determined by agreement, mileage or by the length of time for which the vehicle is engaged. The following are excluded from the definition of “motor vehicle for hire” under this Agreement:

- (a) Limousines or any other vehicle owned solely by a funeral home and used for the performance of funeral services. However, if the limousine or other vehicle owned by a funeral home is used for other transportation-for-hire purposes for which a fee is charged, such vehicle is not excluded;
- (b) Ambulances and other medical transport service vehicles; however, nonemergency transportation vehicles are not excluded;
- (c) Vehicles provided by an employer or an employee association for use in transporting employees back and forth between the employees’ homes and to the employers’ place of business, with employees reimbursing the employer or employee association in an amount calculated to offset the reasonable expenses of operating the vehicle;
- (d) Vehicles owned and operated for the purpose of transporting the driver and/or others on a prearranged basis between their homes and places of employment or places of common destination and only charging a fee calculated to reasonably cover expenses (i.e., carpool, vanpool, etc.);

- (e) Vehicles owned and operated by hotels/motels which provide free transportation service to guests. However, vehicles operated by hotels/motels which provide transportation services for a fee are not excluded; and
- (f) Vehicles owned by a non-profit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers.

### **ARTICLE III. FUNDING**

Sec. 3.0. Initial Funding. The City of Gulfport and the City of Biloxi agree to contribute the total sum of \$10,000 each to provide funding for initial operating costs that may be incurred by the entity created hereby.

### **ARTICLE IV. PROVISIONS RELATED TO THE JOINT REGULATION OF MOTOR VEHICLES FOR HIRE IN THE MUNICIPALITIES OF HARRISON COUNTY**

Sec. 4.1. Purpose. The participating municipalities of Harrison County, in an effort to provide consistency in the regulation of motor vehicle for hire industry within the incorporated municipalities of Harrison County, desire to create and form a joint administrative body, the Motor Vehicle for Hire Authority (the "Authority").

Sec. 4.2. Composition, establishment and function of the Authority. The Authority shall be comprised of a duly appointed and confirmed representative from each of the participating municipalities, as follows: two (2) representatives each from the Cities of Biloxi and Gulfport and one (1) representative each from the Cities of Pass Christian, Long Beach and D'Iberville. The members of the Authority shall exercise the powers of the Authority.

Sec. 4.2.1. Terms. The initial terms of the Authority members shall be as follows: one (1) year for the members appointed by the City of Pass Christian and Long Beach; two (2) years for the member appointed by the City of D'Iberville; three (3) years for the members appointed by the Cities of Gulfport and Biloxi. Subsequent terms shall be for a period of three (3) years.

Sec. 4.2.2. Officers. At the initial meeting of the Authority, the Authority shall elect a President and a Vice President. Thereafter, the Authority will annually, at the last meeting of the fiscal year, elected a President and Vice President who shall serve in their respective offices for the next fiscal year. The Vice President shall act in the absence or disability of the President.

Sec. 4.2.3. Salary/Per Diem. The Authority members shall serve without salary but shall be entitled to receive per diem as provided for in Section 25-3-60, Miss. Code of 1972 (as amended), and actual and necessary expenses incurred while in the performance of any duties as a member of the Authority as provided in Section 25-3-4, Miss. Code of 1972 (as amended).

Sec. 4.2.4. Removal from the Authority. Any Authority member who does not attend three (3) consecutive regular meetings shall be subject to removal by a majority vote of a quorum of Authority members in attendance at any meeting and shall be replaced with an appointment from the governing authority which originally appointed him/her to serve out the remainder of the term.

Sec. 4.2.5. Bond. Each Authority member shall be required to give bond in the sum of not less than Fifty-Thousand Dollars (\$50,000.00), with sureties qualified to do business in this State, and the premiums of the bonds shall be an expense of the Authority. Each bond shall be payable to the Authority. The condition of each bond shall be that each Authority members will faithfully perform all duties of his/her office and account for all monies or other assets which shall come into his or her custody as a member of the Authority. The Authority may require that an applicant to the Authority for a license or permit hereunder provide a reasonable bond, of not more than \$500.00, to guarantee the faithful observance of the law as well as the rules and regulations which are adopted by the Authority.

Sec. 4.2.6. Meetings. The Authority shall conduct regular meetings as set forth in its bylaws. The Authority shall establish rules and regulations regarding its meetings and may amend such bylaws, rules and regulations as may be necessary to conduct the business of the Authority. A quorum for any meeting of the Authority shall be the majority of the total membership of the Authority, excluding

vacant positions. All business of the Authority shall be transacted or authorized by vote of the Authority.

Sec. 4.3. Financial Matters. The Authority shall prepare and adopt a budget consistent with its bylaws estimating its expenses and revenue needs for each forthcoming fiscal year at least ninety (90) days prior to the beginning of each fiscal year. The Authority shall have the authority to receive and spend funds from any source in accord with the laws of the State of Mississippi. The receipt, disbursement and accounting for all funds of the Authority shall be conducted by a designated employee of the Authority or, in the absence of such an employee, by a designated member of the Authority. The books, financial records and other documents of the Authority shall be subject to audit at the request of any one of the participating municipalities. The Authority shall not have the authority to levy taxes or incur debt. The Authority shall have the authority to impose fees for services and for licenses and permits required herein.

Sec. 4.4. General Powers. The Authority shall have the right and powers necessary to make any rules and enforce any rule, regulation or fee to carry out the purposes of this Agreement, including, but not limited to the following:

- (a) To adopt and enforce rules and regulations governing motor vehicles for hire which operate within the participating municipalities. These rules and regulations may include charges and fees to be paid to the Authority both by operators of motor vehicles for hire and by businesses engaged in the motor vehicle for hire industry.
- (b) To adopt rules and regulations establishing rates of fare and charges authorized to be imposed by operators and businesses subject to the Authority's jurisdiction.
- (c) To adopt rules and regulations requiring routine inspections of motor vehicles for hire and establishing applicable fees for conducting said inspections;

- (d) To adopt rules and regulations prohibiting the transfer of any permit, license, certificate or registration, or any other documentation issued by the Authority;
- (e) To adopt rules and regulations regarding the suspension or revocation of any permit, license, certificate of registration or any other documentation issued by the Authority. Any person whose permit, license, certificate of registration or other documentation issued by the Authority has been suspended or revoked may appeal to the city Council of the municipality where that person resides. If that person does not reside in any of the participating municipalities, appeal shall be taken to the City Council of one of the municipalities participating in this Agreement by filing a notice of appeal with the City Clerk of the appropriate participating municipalities within 10 days of the action by the Authority appealed from;
- (f) To adopt rules and regulations requiring registration and numbering of vehicles utilized as a motor vehicle for hire within the participating municipalities;
- (g) To sue and be sued in its own name to enjoy all the projections, immunities and benefits provided by the Mississippi Tort Claims Act, as it may be amended from time to time;
- (h) To maintain office space at such place or places within the boundaries of the participating municipalities as the Authority may determine;
- (i) To own or lease real or personal property;
- (j) To invest monies of the Authority on such terms and in such manner as the Authority deems proper;
- (k) To apply for, accept, and utilize grants, gifts, and other funds from any source for any purpose necessary in support of the purpose of this Agreement;
- (l) To employ and terminate staff including, but not limited to, attorneys and consultants as may be necessary;

- (m) To enter into contracts for all operational needs of the Authority including but not limited to, contracts for conducting inspections of vehicles and for conducting background checks of applicants;
- (n) To request, receive, view, and retain copies of any criminal record pertaining to any applicant for a permit, license, certificate of registration, or any other documentation issued by the Authority;
- (o) To enter into contracts with any person or any public agency in furtherance of any of the purposes authorized by this Agreement. Any such contract may extend over any period of time, including a term which extends beyond the term of the majority of the existing Authority, notwithstanding any provision or rule of law to the contrary, may be upon such terms and for such consideration, nominal or otherwise, as the parties thereto shall agree and shall be binding upon the parties thereto according to its term;
- (p) To contract with any governing authorities within Harrison County under any terms mutually agreed to by the parties to carry out any powers, duties, or responsibilities granted by this act, or by any other laws to such governing authority;
- (q) To acquire insurance for the Authority's property, real or personal, to insure against all risks as any insurance may, from time to time, be available; and
- (r) To apply for, contract for, accept, receive, and administer gifts, grants, appropriations and donations of money, materials, and property of any kind, including loans and grants from the United States, the state, a unit of local government, or any agency, department, district, or instrumentality of any of the foregoing, upon any terms and conditions as the United States, the state, a unit of local government, or any agency, department, district or instrumentality of any of the foregoing shall impose.

Sec. 4.5. Licensing authorized.



Sec. 4.5.1. No person may drive or operate a motor vehicle for hire within the geographic boundaries of the participating municipalities unless he or she shall first have been licensed to do so by the Authority. The Authority may adopt rules and regulations establishing standards for the determination of whether it is in the best interest of the health, welfare and safety of the citizens of the participating municipalities to grant any individual an operator's license or permit.

Sec. 4.5.2. The Authority may require the applicant for an operator's license or permit to give a reasonable bond to guarantee the faithful observance of the law as well as the rules and regulations established by the Authority.

Sec. 4.5.3. If the Authority refuses to grant an operator's license or permit to an applicant, an appeal may be taken to the City Council of the municipality where the applicant resides or where the applicant's employer is located. If the applicant neither resides or is employed by an employer located in any of the participating municipalities, appeal shall be taken to the City Council of the one of the municipalities participating in this Agreement. Appeals to the appropriate City Council shall be perfected by the filing of a Notice of Appeal with the City Clerk of the appropriate participating municipality within ten (10) days of the refusal to grant. The City Council, sitting as an appellate body, shall determine whether the best interest of the health, welfare and safety of the citizens of the participating municipalities would be served by permitting said applicant to pursue such vocation in the participating municipalities.

#### Sec. 4.6. Insurance.

Sec. 4.6.1. No permit, license, certificate of registration, or any other documentation shall be issued by the Authority to the owner or operator of any motor vehicle owned or operated for hire in the participating municipalities, unless and until such owner or operator shall have filed with, and the same has been approved by, the Authority, an insurance policy, or certificates of insurance in lieu thereof, issued by some insurance company authorized to transact business in this state, in an amount required

by the Authority, conditioned to pay any final judgment against the owner or operator for personal injuries or property damages resulting from or arising out of the use, maintenance or operation of the motor vehicle.

Sec. 4.6.2. The insurance policy or bond, filed with the Authority, as required by this Section, shall contain a provision or endorsement to the effect that the same shall not be cancelled for any cause by either party thereto unless and until ten (10) days' written notice thereof shall have been given to the Authority.

Sec. 4.7. Penalties/ Enforcement. To provide an enforcement mechanism, the participating municipalities shall adopt an ordinance declaring that any person or persons who may violate any of the rules or regulations established by the Authority shall be guilty of a misdemeanor, and, upon conviction, shall be fined not more than two hundred dollars (\$200.00) in addition to any revocation, suspension of any permit, license, certificate of registration, or any other documentation issued by the Authority.

## **ARTICLE V. GENERAL PROVISIONS**

Sec. 5.0. 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.

Sec. 5.1 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.

Sec. 5.2. 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 of 1972, as amended, Section 27-13-11.

WITNESS OUR SIGNATURES as duly authorized for and in behalf of the City of Gulfport, the City of Biloxi, the City of Pass Christian, the City of Long Beach and the City of D'Iberville on the dates indicated below.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF GULFPORT, MISSISSIPPI

BY: \_\_\_\_\_  
BILLY HEWES, MAYOR

ATTESTED BY:

\_\_\_\_\_  
CITY CLERK

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THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

BILOXI, MISSISSIPPI

BY: \_\_\_\_\_  
AJ HOLLOWAY, MAYOR

ATTESTED BY:

\_\_\_\_\_  
CITY CLERK

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THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF PASS CHRISTIAN, MISSISSIPPI

BY: \_\_\_\_\_  
LEO "CHIPPER" MCDERMOTT, MAYOR

ATTESTED BY:

\_\_\_\_\_  
CITY CLERK

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THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF LONG BEACH, MISSISSIPPI

BY: \_\_\_\_\_  
WILLIAM SKELLIE, MAYOR

ATTESTED BY:

\_\_\_\_\_  
CITY CLERK

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THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF D'IBERVILLE, MISSISSIPPI

BY: \_\_\_\_\_  
RUSTY QUAVE, MAYOR

ATTESTED BY:

\_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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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, A.J. HOLLOWAY and STACY L. 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.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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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, LEO "CHIPPER" MCDERMOTT and \_\_\_\_\_, who acknowledged before me that they are the duly elected mayor and duly serving City Clerk of the City of Pass Christian, 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 Pass Christian, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Pass Christian.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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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, WILLIAM SKELLIE, JR. and REBECCA SCHRUFF, who acknowledged before me that they are the duly elected mayor and duly serving City Clerk of the City of Long Beach, 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 Long Beach, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Long Beach.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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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, RUSTY QUAVE and \_\_\_\_\_, who acknowledged before me that they are the duly elected mayor and duly serving City Clerk of the City of D'Iberville, 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 D'Iberville, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of D'Iberville.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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