

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF PASCAGOULA, MISSISSIPPI AND  
PASCAGOULA-GAUTIER SCHOOL DISTRICT**

**THIS** Interlocal Agreement (“Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2019, (“Effective Date”) by and between the City of Pascagoula, Mississippi (“City”) and Pascagoula-Gautier School District (“District”), hereinafter referred to collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, this Agreement is made and entered into pursuant to the authority set forth in §17-13-1, *et.seq.*, Mississippi Code of 1972, as amended; and,

**WHEREAS**, the City has the authority to exercise full jurisdiction in the matter of its public streets and sidewalks pursuant to Mississippi Code Annotated, § 21-37-3 and § 63-3-211, and the District has the authority to expend funds for security services on its property pursuant to Mississippi Code Annotated, § 37-7-301.1 and § 37-7-321; and,

**WHEREAS**, the City has requested that the District contribute funding towards the provision of traffic control and crossing guards at District schools; and,

**WHEREAS**, the District, having determined that the request will benefit the District and safety of its students, desires to expend District funds to contribute toward and assist the City in fulfilling its duties to keep the peace and enforce traffic regulations within its jurisdiction.

**NOW THEREFORE**, in consideration of the premises, mutual benefits, and other good and valuable considerations, the Parties hereby agree as follows:

**1. Payment of District Funds.** The City agrees to submit an invoice on a monthly basis to the District indicating the number of City employees performing crossing guard duties, a list of names of such employees, an hourly or daily rate of pay, and an amount charged for such services. Upon receipt of the invoice, the District will reimburse the City for such crossing guard services at District schools. The contribution or reimbursement by the District shall be known as the District Payment. The total amount that may be reimbursed by the District for payroll and equipment/materials is \$91,002.58. Upon approval by the Attorney General’s office, the term of this Agreement shall be for the 2018-19 school year, with an effective date of October 1, 2018. The District Payment is the total amount of the monetary obligation of the District under this Agreement, and, unless the Parties otherwise agree in writing, no other or additional payment is required to be made by the District. Further, payment of the District Payment is the full extent of the District’s obligation under this Agreement.

**2. Use of District Funds.** The City agrees to and shall apply the District Payment toward funding crossing guards for District schools. The District Payment shall not be for any other purpose.

**3. Voluntary Payment.** The Parties acknowledge and agree that the District Payment does not constitute a loan from the District to the City, but rather a voluntary contribution of District funds to the City to be expended by the City pursuant to this Agreement for the benefit of the District and the public.

**4. Authority and Control of Fund Expenditures.** The parties acknowledge and agree that the City shall have full authority and control to expend, and supervise the expenditure of, any and all funds received pursuant to or in relation to this Agreement, so long as said funds are used in the funding of crossing guards for District schools.

**5. Liability.** Nothing in the performance of this Agreement shall impose any liability for claims against the District or the City other than claims for which liability may be imposed under the Mississippi Tort Claims Act. Each Party to this Agreement will be responsible for its own acts and omissions in the performance of this Agreement and will not be liable for any civil liability that may arise from the performance by the other Party. The Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

**6. Effective Date.** This Agreement shall be in force and effect from and after its approval by the Attorney General, pursuant to §17-13-11 of the Mississippi Code of 1972, as amended, and the filing of the Agreement with the Chancery Clerk of Jackson County, Mississippi and the Secretary of State of the State of Mississippi.

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SIGNED as of the date of the respective acknowledgments hereto this Interlocal Agreement between City of Pascagoula, Mississippi and Pascagoula-Gautier School District.

PASCAGOULA-GAUTIER SCHOOL DISTRICT

BY:

\_\_\_\_\_  
T. M. CONCANNON PRESIDENT  
BOARD OF TRUSTEES

ATTESTED, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
Secretary/Pascagoula-Gautier School District  
Print Name: \_\_\_\_\_

CITY OF PASCAGOULA, MISSISSIPPI

BY:

\_\_\_\_\_  
DANE MAXWELL, MAYOR  
PASCAGOULA CITY COUNCIL

ATTESTED, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
Assistant City Clerk/City of Pascagoula, MS  
Print Name: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above jurisdiction, T. M. CONCANNON, who acknowledged that as President of the Board of Trustees of the Pascagoula-Gautier School District, he signed and delivered the foregoing instrument after having been authorized to do so.

WITNESS my signature and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

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

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above jurisdiction, DANE MAXWELL, who acknowledged that as Mayor of the City of Pascagoula, Mississippi, he signed and delivered the foregoing instrument after having been authorized to do so.

WITNESS my signature and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

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

My Commission Expires:  
\_\_\_\_\_