

## Exhibit "B"

### INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") made and entered on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ County, Mississippi ("County"), and (City or other local governmental unit)("City");

#### WITNESSETH:

WHEREAS, County will (specify the services and/or facilities to be provided to the mutual advantage of the contracting parties, or briefly describe how the parties propose to promote the needs and development of the communities served); and,

WHEREAS, City will (specify services and/or facilities to be provided, etc.);

WHEREAS, City will hold County harmless with respect to any and all claims arising out of (description of activity or service,etc.) save those caused by County's negligence or fault; and,

WHEREAS, County and City do hereby invoke the provisions of Miss. Code Ann. §§17-13-1 (1974), as amended ("Interlocal Cooperation Act of 1974, as Amended") for the purpose of setting forth the interest of County and City with respect to the (description of joint undertaking); and

WHEREAS, County and City both constitute local governmental units acting by and through their respective governing authorities as such terms are used in the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Joint Action and Authority. County and City hereby find and determine that they are acting jointly with respect to (joint undertaking) described hereinabove; that the use of the (services, facilities, assets or other property) shall be for the joint benefit and in furtherance of mutual interests and advantage of County and City.

SECTION 2. Purpose and Duration. The purpose of this agreement is to authorize and provide for (specify in detail the services or facilities to be provided, articulate how this will be to the mutual advantage of the parties or will promote the needs and development of the communities served by the respective local governmental units), and the duration of this agreement shall be \_\_\_\_\_ years, subject to earlier termination or amendment as provided hereinafter.

SECTION 3. Amendments. This agreement may be amended only upon the prior written agreement of County and City.

SECTION 4. Termination. This agreement may not be terminated either partially or completely

without the prior written consent of County and City.

SECTION 5. Statutory Authority. County is statutorily authorized to take all necessary and proper action contemplated by this Interlocal Cooperation Agreement, by virtue of the following statutes: Miss. Code Ann. § \_\_\_\_\_. City is statutorily authorized to take all necessary and proper action contemplated by this Interlocal Cooperation Agreement, by virtue of the following statutes: Miss. Code Ann. § \_\_\_\_\_.

SECTION 6. Separate Legal or Administrative Entity. (Describe the precise organization, composition, nature and powers of any separate legal or administrative entity created by this agreement).

SECTION 7. Financing, Staffing and Budget. (Describe the manner of financing, staffing and budgetary needs for the undertaking, including designation of one individual employee of one of the local governmental units as treasurer or disbursing officer to receive, disburse and account for all funds of the joint undertaking).

SECTION 8. Administration. (If the separate legal entity is not established by the agreement, describe how a joint Board or other appropriate mechanism will be established to administer and conduct the joint undertaking).

SECTION 9. Acquisition and Disposal of Property. (Describe the manner in which real and personal property used in the undertaking will be acquired, held or disposed of, provided the agreement does not set up a separate legal entity to conduct the undertaking).

SECTION 10. Conditions Precedent. (a) This agreement shall not become effective until: (i) this agreement is submitted to and approved by the Attorney General of the State of Mississippi in accordance with Section 17-13-11 of the Interlocal Cooperation Act; (ii) a copy of this agreement is filed with the Chancery Clerk of the County and in the office of the Secretary of State. (b) A copy of this agreement shall be filed with the State Department of Audit for audit purposes within sixty (60) days after this agreement shall be effective.

IN WITNESS WHEREOF, the Board of Supervisors of \_\_\_\_\_ County, acting for and on behalf of the County, have caused this agreement to be signed by its President and attested by its Clerk and the official seal of the County to be hereunto affixed, and the \_\_\_\_\_, acting for and on behalf of the \_\_\_\_\_, has caused this agreement to be signed by \_\_\_\_\_ and attested by \_\_\_\_\_, all on the day and year hereinabove first written.

\_\_\_\_\_ County, MISSISSIPPI

ATTEST:

By: \_\_\_\_\_

President, Board of Supervisors

of \_\_\_\_\_ County, Mississippi

\_\_\_\_\_  
Clerk

CITY OF \_\_\_\_\_, MISSISSIPPI

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF MISSISSIPPI

County OF \_\_\_\_\_

Personally appeared before me, the undersigned notary public in and for the above state and County, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged before me that they are President and Clerk, respectively, of the Board of Supervisors of \_\_\_\_\_ County, Mississippi ("County"), and that for and on behalf of County and as its act and deed, they executed and sealed the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by County.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF MISSISSIPPI

County OF \_\_\_\_\_

Personally appeared before me, the undersigned notary public in and for the above state and County, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged before me that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of the \_\_\_\_\_ ("City"), and that for and on behalf of City and as its act and deed, they executed and sealed the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by City.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_