



INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT

This Inter-Local Governmental Cooperation Agreement (the "Agreement"), made and entered into as of the 3rd day of May, 2023, by and between the City of Pascagoula, Mississippi (the "City"), and Singing River Health System, by and through its Board of Trustees ("SRHS").

RECITALS

WHEREAS, SRHS and the City, desire to enter into this Agreement for the purpose of assistance of and cooperation by the parties' Police and/or Fire departments in relation to the operations of SRHS's Pascagoula Campus (the "Campus") located within the municipal boundaries of the City;

WHEREAS, SRHS is a community hospital, organized in accordance with the community hospital statutes of the State of Mississippi;

WHEREAS, SRHS has in place a Campus Police Department at the Campus operating pursuant to the authority granted to it under Mississippi law;

WHEREAS, the City is a duly formed and incorporated municipality under Mississippi law and the City operates both a Police and Fire department within its municipal boundaries;

WHEREAS, SRHS and the City desire to enter into this Agreement for the purpose of providing for the assistance and/or cooperation between SRHS and the City in providing police and fire protection to the Campus; and

WHEREAS, pursuant to Mississippi Code, Section 17-13-1, *et seq.* SRHS and the City request the office of the Attorney General of the State of Mississippi to approve the terms and conditions of this Agreement as being in proper form and compatible with the laws of the State of Mississippi.

In consideration of the foregoing premises and pursuant to the terms and conditions described below, SRHS and the City agree as follows:

ARTICLE I. PURPOSE OF THE AGREEMENT

1.1 The purpose of this agreement is to provide for the assistance and/or cooperation between SRHS and the City in providing police and fire protection to the Campus and thereby providing improved access to police and fire protection services and facilities in a manner pursuant to forms of existing governmental organization that accords best with the geographic, economic, population and/or other factors influencing the needs and development of the City and SRHS.

ARTICLE II. RESPONSIBILITIES OF THE PARTIES

2.1 Upon request by SRHS, the City's Police Department will respond to reports of criminal activity occurring at the Campus and will assist the Campus Police through investigating and enforcing the criminal laws at the Campus. Investigation activities will include, but are not limited to: interviewing persons involved; making reports; gathering evidence; arresting persons charged; transporting persons charged; filing appropriate charges; housing persons charged; and all other things necessary to assist in the prosecution of criminal activity occurring upon the Campus.

2.2 In the event of the need for emergency assistance for fire, accidents with injuries, or any other medical emergencies, the City agrees its Fire Department and/or other emergency services departments will provide and will cooperate with the Campus Police Department in responding to reports of such emergency situations and the Fire Department will be the 'agency in charge' in the handling of such emergency situations upon its personnel's arrival on the Campus.

2.3 This Agreement will apply to the enforcement of any and all criminal laws of the State of Mississippi involving violations thereof within the confines and boundaries of the Campus located in the City.

ARTICLE III. TERM AND TERMINATION

3.1 Term. The term of this Agreement will be for a period of five (5) years beginning the 3rd day of May, 2023.

3.2 Termination by Agreement. In the event the governing boards of the City and SRHS mutually agree in writing, the Agreement may be terminated on the date specified in the written termination agreement.

3.3 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party will have any further obligations hereunder except for any obligations accruing prior to the date of termination, including, without limitation, payment of any compensation relating to services provided prior to the termination of this Agreement.

ARTICLE IV. NEGLIGENCE LIABILITY

4.1 SRHS is a community SRHS organized in accordance with the community SRHS statutes of the State of Mississippi, Miss. Code Ann. § 41-13-1 et seq. Under the statute, SRHS is a political subdivision of the State of Mississippi and Jackson County Mississippi, with sovereign immunity as modified by the Mississippi Tort Claims Act (the "Act"). Currently, the limits of liability under the Act are \$500,000.00 with no punitive damages. Further, no employee of SRHS acting in the course and scope of their employment can be held personally liable under the act, Miss. Code Ann. § 11-46-7 et seq. SRHS agrees to comply with the rules and regulations of the Mississippi Tort Claims Board for the maintenance of insurance/self-insurance in order to maintain its status as a community SRHS covered under the Act.

4.2 Each party agrees to be responsible for the negligent acts of its employees. It is the intention of the parties hereto that neither party will incur costs or expenses as a result of the

negligence and resulting damage of employees of the other. Further, each party will be responsible for any other responsibility assumed by a party under this contract and to that extent any such costs or expenses will be borne by that party.

ARTICLE V. GENERAL PROVISIONS

5.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will be deemed one and the same instrument.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any oral representations or modifications concerning this Agreement will be of no force and effect.

5.3 Governing Law. This Agreement will be governed by and interpreted, enforced and construed in accordance with the law of Mississippi.

5.4 Notices. All notices or other communications under this Agreement will be sent to the parties by certified mail, return receipt requested, or by personal delivery at the address below:

SRHS: Chief Executive Officer
2101 Hwy 90
Gautier, MS 39553
FAX: (228) 497-7927

The City's Police Department:

The City's Fire Department:

5.5 Severability. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect and will in no way be affected, impaired or invalidated.

5.6 Attorney's Fees. In any lawsuit, action, or proceeding arising out of or related to this Agreement each party will be responsible for their own costs, attorneys' fees and expenses through litigation or any appellate review.

5.7 Waiver. Any failure of a party to insist upon strict compliance with any term undertaking or condition of this Agreement will not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing and signed by both parties.

5.8 Confidential Information. Both parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, both parties may have access to certain information that is confidential and constitutes valuable, special and unique property of the other party. Both parties warrant and covenant to each other that neither party will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to the duties of SRHS hereunder, any confidential or proprietary information of the other party, including, but not limited to, information that concerns patients, costs, prices and treatment methods at any time used, developed or made, and which is not otherwise available to the public.

5.9 Compliance with Law. Notwithstanding any unanticipated effect of any provision of this Agreement, none of the parties will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b). Further, the City agrees to notify SRHS in writing within five (5) days of any governmental investigation or regulatory action against City or any of City's employees or representatives, of which City is not otherwise prohibited by law from disclosing, and City will immediately notify SRHS in writing of any change in the City's or any of the City's employees or representatives' status to perform services under federal health care or procurement or non-procurement programs.

5.10 Legislative, Regulatory or Administrative Change. If there is a change in the Medicare or Medicaid laws, regulations or general instructions, the adoption of new legislation, or a change in any third-party reimbursement system, any of which materially affects the manner in which either party may perform or be compensated for its services under this Agreement, the parties will immediately propose a new service arrangement or basis for compensation for the services furnished pursuant to this Agreement. If notice of new service arrangement or basis for compensation is given, and if SRHS and the City are unable within thirty (30) days thereafter to agree upon a new service arrangement or basis for compensation, either party may terminate this Agreement at the end of the thirty (30) day time period.

5.11 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of SRHS and City. Nothing contained herein or in the parties' course of dealings will be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement.

5.12 Approvals. Neither this Agreement nor any amendment or modification will be effective or legally binding upon the parties, unless and until it has been reviewed and approved in writing by the Singing River Health System Board of Trustees and has been approved by the City by Order/Resolution and recorded within the minutes maintained by the governing board for the City.

5.13 Relationship of the parties. The parties expressly agree there will be no separate legal or administrative entity created by this Agreement. Further, the parties agree there will be no joint acquisition, holding or disposition of real or personal property under this Agreement.

5.14 No Budgeting Required. The parties expressly agree there will be no financing and/or budgeting required by the terms of this Agreement.

5.15 Amendment by Agreement. The Agreement may be amended upon mutual agreement of the governing board of the City and SRHS.

5.16 Filings Related to this Agreement. The parties agree to the following upon execution and approval by the governing board of the parties:

A. The Agreement will be filed in the Chancery Clerk's Office of Jackson County, Mississippi, and with the Office of the Mississippi Secretary of State to be preserved as a public record, being indexed and docketed separate and apart from all other records in said offices.

B. The Agreement will be filed with the Mississippi State Department of Audit within sixty (60) days of the effective date of the agreement.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

SINGING RIVER HEALTH SYSTEM

CITY OF PASCAGOULA

Tiffany Murdock, CEO

Date: _____

Date: _____

ORDER/RESOLUTION OF THE CITY OF PASCAGOULA, MISSISSIPPI

City of Pascagoula, Mississippi

By: _____

Title: _____

Order / Resolution Passed: _____

There came for consideration of the Mayor and Members of the City Council of the City of Pascagoula, Mississippi, the following:

ORDER NUMBER

IT IS HEREBY RESOLVED by the Mayor and Members of the Council for the City of Pascagoula, Mississippi, that the attached Inter-local Governmental Cooperation Agreement for providing police and fire protection between the City of Pascagoula, Mississippi and the Singing River Health System is hereby authorized.

IT IS FURTHER ORDERED that the Mayor or City Clerk is authorized to execute any and all documents necessary.

Motion was made by _____ seconded by _____ and the following vote was recorded:

CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the City Council of the City of Pascagoula, Mississippi, at the meeting the _____ day of _____, 2023.