

STATE OF MISSISSIPPI



JIM HOOD  
ATTORNEY GENERAL

OPINIONS  
DIVISION

July 11, 2008

Nancy D. Thomas, Esquire  
P.O. Box 150  
Vicksburg, MS 39181

**Re: *Interlocal Agreement Between Warren County and the City of Vicksburg Concerning 2008 Edward Byrne Memorial Justice Assistance Grant***

Dear Ms. Thomas:

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement between Warren County, Mississippi, and the City of Vicksburg, Mississippi.

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find that the Agreement is in proper form and compatible with state law, and is hereby approved. Prior to becoming effective, in addition to being executed by the governing authorities and receiving the approval of this office, the agreement must be filed with the Chancery Clerk of Warren County and with the Secretary of State. Further, the agreement must be filed with the State Auditor within sixty (60) days of its effective date.

Sincerely,

James Y. Dale  
Special Assistant Attorney General

**RESOLUTION TO ENTER INTO INTERLOCAL  
AGREEMENT WITH WARREN COUNTY FOR APPLICATION  
AND ADMINISTRATION OF 2008 JAG GRANT FUNDS**

**WHEREAS**, The Mayor and Aldermen of the City of Vicksburg and the Board of Supervisors of Warren County, Mississippi have or will apply for federal funds through the Department of Justice FY2008 Edward Byrne Memorial Justice Assistance Grant Program (JAG) for planning, evaluation, and technology improvement programs; and

**WHEREAS**, the grant will be for \$18,968.00, which will be divided equally between the City of Vicksburg and Warren County; and

**WHEREAS**, the grant will be administered by The City of Vicksburg, who will be the Grantee of funds, and Warren County and the City of Vicksburg will both purchase interoperable communications equipment, which is an eligible purchase under the grant regulations; and

**WHEREAS**, upon grant award, the City of Vicksburg and Warren County will enter into the attached Interlocal Agreement, which will set forth the specific obligations and duties of Warren County and the City of Vicksburg as it relates to receiving, implementing and funding the grant.


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Vicksburg that it will enter the attached Interlocal Agreement between the City of Vicksburg and Warren County, Mississippi upon award of the grant and approval of the Attorney General of the State of Mississippi.

This the 10th day of June, 2008.

The Mayor and Aldermen of the  
City of Vicksburg, Mississippi



\_\_\_\_\_  
Laurence E. Leyens, Mayor



\_\_\_\_\_  
Sidney H. Beauman, Jr., Alderman



\_\_\_\_\_  
Michael A. Mayfield, Sr., Alderman

# CERTIFICATE

I, Walter W. Osborne, Jr., the duly appointed, qualified and acting City Clerk and lawful custodian of the Minutes of The Mayor and Aldermen of the City of Vicksburg and Seal of said City, Certify that the foregoing is a true and exact copy of a Resolution Adopted by the Mayor and Aldermen of the City of Vicksburg at an Adjourned Board Meeting held on Tuesday, June 10, 2008.

WITNESS my signature and official seal of office this 10<sup>th</sup> day of June, 2008.



*Walter W. Osborne, Jr.*  
Walter W. Osborne, Jr., City Clerk

RESOLUTION TO ENTER INTO INTERLOCAL AGREEMENT WITH  
THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG FOR  
APPLICATION AND ADMINISTRATION OF 2008 JAG GRANT FUNDS

WHEREAS, the Warren County Board of Supervisors and the Mayor and Aldermen of the City of Vicksburg, Mississippi have or will apply for federal funds through the Department of Justice FY2008 Edward Byrne Memorial Justice Assistance Grant Program (JAG) for planning, evaluation, and technology improvement programs; and

WHEREAS, the grant will be for \$18,968.00, which will be divided equally between Warren County and the City of Vicksburg; and

WHEREAS, the grant will be administered by The City of Vicksburg, who will be the Grantee of funds, and Warren County and the City of Vicksburg will both purchase interoperable communications equipment, which is an eligible purchase under the grant regulations; and

WHEREAS, upon grant award, the Warren County and the City of Vicksburg will enter into the attached Interlocal Agreement, which will set forth the specific obligations and duties of Warren County and the City of Vicksburg as it relates to receiving, implementing and funding the grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Warren County, Mississippi that it will enter into the attached Interlocal Agreement between Warren County, Mississippi and the City of Vicksburg upon award of the grant and approval of the Attorney General of the State of Mississippi.

This the 16<sup>th</sup> day of June, 2008.

The Board of Supervisors of  
Warren County, Mississippi

Richard George  
Richard George, President

William Banks  
William Banks, Supervisor

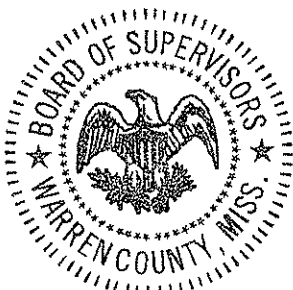
David McDonald  
David McDonald, Supervisor

Charles Selmon  
Charles Selmon, Supervisor

William F. Lauderdale, Jr.  
William F. Lauderdale, Supervisor

DOT MCGEE, Chancery Clerk

by: A. Imbler D.C.



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THE STATE OF MISSISSIPPI

COUNTY OF WARREN

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF VICKSBURG, MISSISSIPPI AND  
WARREN COUNTY, MISSISSIPPI**

**2008 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between Warren County, Mississippi, acting by and through its governing body, the Warren County Board of Supervisors, hereinafter referred to as COUNTY, and the City of Vicksburg, Mississippi, acting by and through its governing body, The Board of Mayor and Aldermen of the City of Vicksburg, hereinafter referred to as CITY, both of Warren County, State of Mississippi, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections 17-31-1 et seq, Mississippi Code of 1972, as amended; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance of those payments from current revenues legally available to that party; and

**WHEREAS**, the CITY and COUNTY will file a joint application for JAG funds for a total amount of \$18,968.00, of which \$9,484.00 will be used by the CITY and \$9,484.00 will be used by the COUNTY to purchase interoperable communications equipment for public safety. The CITY will administer the grant on behalf of the CITY and COUNTY; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to equally divide the JAG funds.

**NOW THEREFORE, the CITY and COUNTY agree as follows:**

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**Section 1.**

CITY and COUNTY will file a joint application for JAG funds. City will administer the grant funds for both the CITY and COUNTY. CITY agrees to pay COUNTY a total of \$9,484.00 of JAG funds, which is 50% of the grant award.

**Section 2.**

CITY and COUNTY agree to each use their respective \$9,484.00 awards to purchase interoperable communications equipment to improve public safety for the entire community.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, 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.

**Section 8.**

The term of the Interlocal Agreement shall be for a period of one (1) year or for the term of the grant period, whichever is greater. Either party may terminate this agreement by giving sixty (60) days written notice of termination to the other parties.

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Section 9.

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

City of Vicksburg, Mississippi

Warren County, Mississippi

\_\_\_\_\_  
Laurence E. Leyens, Mayor

\_\_\_\_\_  
Richard George, President  
Warren County Board of Supervisors

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
Walter W. Osborne, Jr., City Clerk

\_\_\_\_\_  
Dot McGee, Chancery Clerk