

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

February 16, 2007

Azande W. Williams, Esquire
P.O. Box 686
Jackson, MS 399205-0686

Re: Interlocal Agreement Between Hinds County and the City of Jackson
regarding the Youth Detention Center Funding

Dear Ms. Williams:

OFFICIAL OPINION
Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement. The agreement between the Board of Supervisors of Hinds County, Mississippi and the Governing Authority of Jackson, Mississippi provides for the funding of the Youth Detention Center.

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. However, to become effective, this agreement must have been approved by resolution entered on the minutes of the governing authorities to this agreement. Please furnish this office a copy of the appropriate resolutions. 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 Hinds County, Mississippi 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

INTERLOCAL COOPERATION AGREEMENT
(Mississippi Interlocal Cooperation Act of 1974, as amended)

HINDS COUNTY, MISSISSIPPI AND THE CITY OF JACKSON, MISSISSIPPI

In Re: Henley-Young Juvenile Detention Center – Funding Agreement

This **INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into on the date(s) shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended (the "Interlocal Cooperation Act"), and other applicable law.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the "Interlocal Cooperation Act of 1974", found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as amended, as it now appears or is hereafter amended, and all provisions set forth in that Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to continue the joint funding of the Henley-Young Juvenile Detention Center located in the City of Jackson, Mississippi.

B. SCOPE. The nature and scope of the project contemplated by this Agreement is the continued joint funding of the Henley-Young Juvenile Detention Center located in the City of Jackson, Mississippi by the City and Hinds County.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement are found, respectively, in Sections 19-3-41 and 21-37-3 of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of completion of the project.

E. PARTICIPATION AND FINANCING. Hinds County will participate in this project by 1) funding of the Youth Detention Center less the amount contributed by the City of Jackson; 2) funding the Court Facilitator position at 100% for the Hinds County Jail system; 3) dismissing its claim against the City of Jackson for the cost of housing municipal inmates at the County jail facilities as filed in Chancery Court of Hinds County, First Judicial District as *Hinds County, MS vs. The City of Jackson and the City of Clinton*, cause number G2002-1222 W/4 in accordance with the terms more particularly described in the Agreed Order of Dismissal; 4) continuing to accept and house municipal inmates; and 5) assuming all costs – including but not limited to medical & dental care – associated therewith for the housing of said municipal inmates at all County jail facilities (including the Raymond penal farm).

The City of Jackson will participate in this project by continuing to fund the Youth Detention Center at its current level at an amount not to exceed \$1,298,566 (One Million Two Hundred Ninety-Eight and Five Hundred Sixty-Six Thousand Dollars). The City's funding will occur through bi-annual payments of \$649,283 as invoiced by the County.

F. SCHEDULE Upon receipt of appropriate approvals this agreement shall go into effect on October 1, 2007 with the first payment being due March of 2008.

II. AMENDMENTS OR TERMINATION

This Agreement may be amended or terminated only with the mutual consent of both parties and such action shall be taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement. Both parties agree that this agreement will not be terminated no earlier than July 8, 2011 unless determined invalid by the Court.

III. ADMINISTRATION

The County Administrator for Hinds County and the Chief Operating Officer for the City of Jackson shall be responsible for insuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V, below, and shall continue in effect until such time as the parties agree to terminate this agreement as provided in Section II above.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval and that this Agreement shall not be enforceable unless:

1. approved by the Attorney General, or until,
2. sixty (60) days has passed since its submission and he has failed to disapprove

same, in which event the Agreement shall be considered approved and enforceable.

The Attorney for the Hinds County Board of Supervisors shall be responsible for submitting the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County, and the Secretary of State and the State Department of Audit of the State of Mississippi. In accordance with the terms of the Interlocal Cooperation Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Secretary of State of the State of Mississippi. The Attorney for the Hinds County Board of Supervisors shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force.

A copy of the Agreement will also be forwarded to the Clerk of the City of Jackson for record keeping purposes.

C. PARTIAL ENFORCEABILITY.

If any provision of this Agreement, or the application of any provision to the County or the City or circumstance, shall be held invalid, for the remainder of this Agreement the application of that provision to the County or the City or circumstance, other than those with respect to which it is held invalid, shall not be affected thereby.

D. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties with respect to the joint funding of the Henley-Young Juvenile Detention Center and supersedes prior and contemporaneous arrangements or understandings only as it relates to the joint funding of said detention center.

This the 22 day of December, 2006.

HINDS COUNTY, MISSISSIPPI

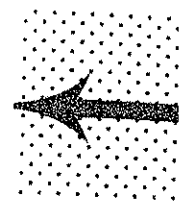
By: *Douglas Anderson*
Douglas Anderson, President
Hinds County Board of Supervisors

ATTEST:
EDDIE JEAN CARR, CHANCERY CLERK
HINDS COUNTY, MISSISSIPPI
Clerk of the Board

By: *Eddie Jean Carr*

CITY OF JACKSON, MISSISSIPPI

By: ^{AMR} Frank Melton
Frank Melton, Mayor
City of Jackson, Mississippi



ATTEST:
CEDRIC MORGAN, CITY CLERK
JACKSON, MISSISSIPPI

By: Cedric Morgan

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named DOUGLAS ANDERSON and EDDIE JEAN CARR to me known, who acknowledge that they are respectively, the PRESIDENT and CLERK of the Hinds County Board of Supervisors, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the 22 day of December, 2006.

Bruce S. Burt
NOTARY PUBLIC

My commission expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 4, 2007
BONDED THIRD PARTY SERVICE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named FRANK MELTON and CEDRIC MORGAN, to me known, who acknowledge that they are the Mayor and City Clerk respectively of the City of Jackson, Mississippi, and that for and on behalf of Jackson, Mississippi, signed and delivered the foregoing Agreement as of the date hereof, after having been duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this the 21st day of December, 2006.

AMR
NOTARY PUBLIC

My commission expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 1, 2007
BONDED THIRD PARTY SERVICE