

**APPLICATION NUMBER \_\_\_\_\_**

**THE STATE OF MISSISSIPPI**

**COUNTY OF WARREN**

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

**FY2017 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 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 and/or paying for governmental functions, shall make those payments from current revenues legally available to each respective party; and

**WHEREAS**, the CITY and COUNTY will file a joint application for FY2017 JAG program funds for a total amount of \$20,111.00, of which \$10,056.00 will be used by the CITY and \$10,055.00 will be used by the COUNTY to purchase law enforcement equipment to improve 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 parties for the services or functions under this Agreement; and

**WHEREAS**, the CITY and COUNTY believe it to be in their respective 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 \$10,055.00 of JAG funds, which is 50% of the grant award.

**Section 2.**

CITY and COUNTY agree to each use their respective shares to purchase law enforcement 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 CITY 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 COUNTY 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 17-13-1 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

\_\_\_\_\_  
George Flaggs, Jr., Mayor

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

ATTEST: APPROVED AS TO FORM:

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

\_\_\_\_\_  
Donna Hardy, Chancery Clerk