

# BUTLER | SNOW

June 8, 2016

The Honorable Jim Hood  
Attorney General  
State of Mississippi  
P.O. Box 220  
Jackson, MS 39205-0220

Re: Interlocal Agreement Between the Cities of Southaven and Olive Branch and  
Desoto County Providing for Joint Participation in a 2016 Byrne Justice  
Assistance Grant

Dear Attorney General Hood:

On behalf of the City of Southaven and pursuant to Section 17-13-11, Mississippi Code of 1972, I have enclosed for your approval an Interlocal Agreement (the "Agreement") between the Cities of Southaven and Olive Branch and Desoto County, which provides for joint participation in the 2016 Edward Byrne Justice Assistance Grant ("Grant"). The Agreement allows for the Cities of Southaven and Olive Branch to participate and utilize the Grant proceeds in the amount of \$36,211.00 for specific law enforcement equipment. In addition, I have enclosed the Resolution passed by the City of Southaven approving the Agreement. If you need any further assistance from me, please do not hesitate to call. Thank you in advance for your courtesy and cooperation.

Sincerely yours,



Nicholas H. Manley

Enclosures

cc: Robert Quimby, Desoto County Board Attorney (via e-mail)  
Bryan Dye, Olive Branch City Attorney (via e-mail)  
Chris Wilson, CAO Southaven (via e-mail)

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BUTLER SNOW LLP

**MEMORANDUM OF UNDERSTANDING (MOU)  
IN THE NATURE OF AN INTERLOCAL  
AGREEMENT BETWEEN DESOTO COUNTY, MISSISSIPPI,  
THE CITY OF OLIVE BRANCH, MISSISSIPPI  
AND THE CITY OF SOUTHAVEN, MISSISSIPPI  
FOR 2016 EDWARD BYRNE  
JUSTICE ASSISTANCE GRANT (JAG)**

This agreement made this 6<sup>th</sup> day of June, 2016, between the Desoto County, Mississippi, acting by and through its governing body, the Board of Supervisors; and the cities of Olive Branch, Mississippi, acting through its Board of Aldermen (hereinafter called Olive Branch), and Southaven, Mississippi, acting through its Board of Aldermen (hereinafter called Southaven). Hereinafter Olive Branch and Southaven are collectively called Cities.

WITNESSETH

**WHEREAS**, the Cities desire to promote and improve their capacities to prevent and control crime with the use of funds provided through the Edward Byrne Justice Assistance Grant (JAG Program); and

**WHEREAS**, the JAG Program award amount granted to the Cities, as detailed by the Joint Application Award, is \$36,211.00; and

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

**WHEREAS**, the Cities find that the performance of this Interlocal Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions required of it under this agreement; and

**WHEREAS**, Desoto County, Mississippi, acting through its Board of Supervisors, acknowledges this Interlocal Agreement solely for the purpose of satisfying grant directives or requirements. However, Desoto County is not a party to the Agreement or a subgrantee/recipient of the grant; and

**WHEREAS**, the parties hereto believe that promoting greater crime control and prevention will be benefited from use of the JAG Program funds and their efforts and use of said funds may best be accomplished by a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974".

**NOW, THEREFORE**, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein and pursuant to the authority of Section 17-13-1, et seq., of the Mississippi Code of 1972, the Board of Aldermen of the City of Olive Branch and the Board of Aldermen of the City of Southaven for and on behalf of the Cities do hereby covenant, contract and agree as follows:

1. This Agreement shall take effect upon the date of approval by the Attorney General of the State of Mississippi, after first being approved and executed by the Cities, which approval is to be entered onto the minutes of the Board meetings of the Cities.
2. The Cities agree to sharing the JAG Program funding award amount as follows:
  - a. Twelve Thousand and thirty-five Dollars and no cents (\$12,035.00) for Olive Branch Police Department to purchase Solar Powered, Portable Changeable Message Sign.
  - b. Twenty Four Thousand One Hundred Seventy Six Dollars and no cents (\$24,176.00) for Southaven Police Department to purchase two (2) Sage 40 MM 2 shot over and under launchers, 40 mm munitions for the Less Lethal launchers, bean bag rounds sponge rounds, OC/CS rounds, qualification and training rounds, 140 individual patrol officer trauma kits, twenty (20) trauma kits for SWAT, one (1) level III large ballistic shield for SWAT, one (1) laptop computer for teaching and public presentations in the City of Southaven.
3. Nothing in the performance of this Agreement shall impose any liability for claims against the Cities other than claims for which liability may be imposed by the laws of the State of Mississippi.
4. 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 parties.
5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.
6. 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.
7. The parties agree that the City of Southaven shall be the "lead agency" and shall be the reporting entity for the purposes of the JAG Program in accordance with the JAG FY 2016 Local Solicitation as detailed by the U.S. Department of Justice. The City of Olive Branch shall be responsible for monitoring the award, submitting the reports, and other duties as may be required in order to carry out this grant.
8. The parties agree to comply with all provisions, covenants and obligations of the JAG Program. In this respect, no party shall amend, alter or change the manner it uses the funds it receives from the manner the party represented the funds would be used in making its application for funding, without first obtaining proper authorization from JAG Program grant administration.
9. This Agreement shall be in effect to and from the date agreed and signed to the conclusion of the JAG projects as described in the JAG Program grant as awarded to the parties.

10. Nothing in this Agreement shall bind any agency or party to any stipulation that is not expressly detailed within this Agreement.
11. Pursuant to M.C.A. Section 17-13-9, the parties would set forth the following:
  - a. Duration: This Agreement shall have a term beginning from the date of execution and extend to and terminate on the conclusion of the JAG projects as described in the JAG Program grant as awarded to the parties. In the event this agreement extends beyond the term of the existing term of the majority of the membership of the governing Board of any party hereto, it will be deemed to automatically renew and be binding upon the successor Board unless, by majority vote, the incoming Board terminates the same.
  - b. Purpose: The purposes of this Interlocal Agreement are set forth in paragraphs 1-10 above;
  - c. Separate Legal Entity: There is no separate legal or administrative entity created pursuant to this Interlocal Agreement.
  - d. Statutory authority for the Cities to take the actions required of them, as set forth above is contained in Mississippi Code Annotated Section 21-21-3.
  - e. Financing: Financing of this venture is through the JAG Program and, as required, the matching funds of the parties, in such percentages as required by the JAG Program.
  - f. Person to Account for Funds: The City of Olive Branch is designated by this Agreement to receive, disburse and account for all funds of the joint undertaking set for herein;
  - g. Methods of Termination: Either party to this Agreement may terminate its participation in the Agreement by giving notice in writing to the other party, forwarded by certified mail, return receipt requested, or hand delivered at least thirty (30) days prior to the date of termination, but only if such termination is permitted by the JAG Program.
  - h. Amendments: Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by the governing body of each party, with such approval spread upon its official minutes, and signed by each parties' authorized representative.
  - i. Administration: This project will be administered through the City of Olive Branch for the benefit of both Cities.
  - j. Disposal of Property: This Agreement does not provide for the acquiring, holding, or disposing of real or personal property;

- k. Any other necessary and proper matters are set forth in paragraphs 1-10 above;
- 12. Should it become necessary, pursuant to Federal or State law, it is hereby deemed by the parties that the City of Olive Branch shall be the sponsoring subdivision for such purposes as necessary including, but not limited to, the procurement of grants and/or federal or state funds.
- 13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures to such counterpart signature pages; in which case each counterpart signature page shall constitute an original, but all of which, taken together, shall constitute a single signature page.

WITNESS the signature of the parties hereto after first being approved by the respective governing authorities.

**DESOTO COUNTY**

BY: Jessie Medlin  
 PRESIDENT, JESSIE MEDLIN  
 BOARD OF SUPERVISORS

DATE: 6-6-2016

ATTEST:  
Misty Stepp Chancery Clerk  
 by Mary Jane McEwen D.C.  
 CLERK - BOARD OF SUPERVISORS



**CITY OF OLIVE BRANCH**

BY: Scott Phillips  
 MAYOR SCOTT PHILLIPS

DATE: 6-8-16

ATTEST: Jina R. Griffith  
 CITY CLERK

**CITY OF SOUTHAVEN**

BY: Darren Musselwhite  
 MAYOR DARREN MUSSELWHITE

DATE: 6-7-16

ATTEST: Andrew Mullen  
 CITY CLERK

**CERTIFICATE OF CITY CLERK**

**STATE OF MISSISSIPPI  
COUNTY OF DESOTO**

I, Andrea Mullen, City Clerk for the City of Southaven, Mississippi do hereby certify that this is a true and correct copy of the Resolution Approving the Interlocal Agreement Between Desoto County, The City of Southaven, and The City of Olive Branch for the 2016 Edward Byrne Justice Assistance Grant (JAG) that was adopted at the Regular Meeting of the Mayor and Board of Aldermen of the City of Southaven, Mississippi on the 7th, day of June 2016 and is on file in the City Clerk's Office at 8710 Northwest Drive, Southaven, Mississippi.

This the 8<sup>th</sup> day of June, 2016

  
\_\_\_\_\_  
Andrea Mullen, City Clerk



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF SOUTHAVEN, MISSISSIPPI APPROVING  
INTERLOCAL AGREEMENT BETWEEN DESOTO COUNTY, THE CITY OF SOUTHAVEN,  
AND THE CITY OF OLIVE BRANCH FOR 2016 EDWARD  
BYRNE JUSTICE ASSISTANCE GRANT (JAG)**

**WHEREAS**, the Mississippi Interlocal Cooperative Act of 1974, Section 17-13-1 et seq. of the Mississippi Code (1972), provides that local government units may cooperate and contract with one another on the basis of mutual advantage and thereby provide services for the most efficient use of their powers, and

**WHEREAS**, the City of Southaven was chartered under the laws of the State of Mississippi, and

**WHEREAS**, the Mayor and Board of Aldermen are charged with the responsibility of maintaining the health, safety and welfare of the citizens of the City, and

**WHEREAS**, Desoto County, the City of Southaven and the City of Olive Branch desire to enter into an Interlocal Agreement for participation in the 2016 Byrne Justice Assistance Grant in the amount of \$36,211.00, and

**WHEREAS**, the entities have proposed a formal agreement between them, a copy of which is referred to and incorporated herein by reference, and

**WHEREAS**, the City of Southaven and the City of Olive Branch will share the JAG Program funding award amount as follows:

- a. Twelve Thousand and thirty-five Dollars and no cents (\$12,035.00) for Olive Branch Police Department to purchase Solar Powered, Portable Changeable Message Sign.
- b. Twenty Four Thousand One Hundred Seventy Six Dollars and no cents (\$24,176.00) for Southaven Police Department to purchase two (2) Sage 40 MM 2 shot over and under launchers, 40 mm munitions for the Less Lethal launchers, bean bag rounds sponge rounds, OC/CS rounds, qualification and training rounds, 140 individual patrol officer trauma kits, twenty (20) trauma kits for SWAT, one (1) level III large ballistic shield for SWAT, one (1) laptop computer for teaching and public presentations in the City of Southaven.

**WHEREAS**, the Mayor and Board of Aldermen have determined that it is in the best interest of the citizens of Southaven that the City participate in the Interlocal Agreement.

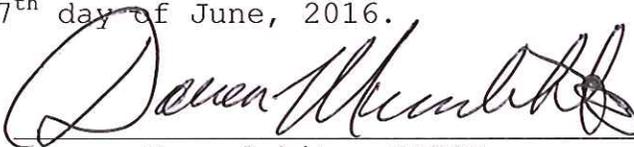
**NOW, THEREFORE, BE IT ORDERED** by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

1. The Interlocal Agreement between the City of Southaven and the City of Olive Branch, to participate in the 2016 Byrne Justice Assistance Grant in the joint amount of \$36,211.00 be, and the same is hereby approved.
2. Terms of the 2016 Byrne Justice Assistance Grant be, and the same are hereby approved as set forth in said Interlocal Agreement.

Following the reading of the foregoing Resolution, Alderman Payne made the motion and Alderman Ferguson seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Brooks	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman Shirley Kite	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 7<sup>th</sup> day of June, 2016.

  
Darren Musselwhite, MAYOR

ATTEST:

  
Andrea Mullen, CITY CLERK

