

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

**BETWEEN**

**CITY OF CANTON, MISSISSIPPI AND MADISON COUNTY, MISSISSIPPI**  
*In Re: 2013 Edward Byrne Memorial Justice Assistance Grant (JAG)*

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

**WITNESSETH:**

**IN CONSIDERATION** of the mutual benefits and advantage each to the other, the parties hereto agree as follows:

**I. PURPOSE AND GENERAL PROVISIONS**

A. **AGREEMENT.** This Agreement is entered into pursuant to the authorization of the Interlocal Cooperation Act of 1974, being Section 17-31-1 et seq., Mississippi Code of 1972, as amended as same now appears, or is hereafter amended as, and all provisions set forth in that Act are incorporated herein and made a part hereof as if fully set forth herein, it being the intent of the parties hereto that such authority as is granted by the Act shall be exercised by the parties to enable them to accomplish purchasing police equipment for the City of Canton, Mississippi Police Department.

B. **SCOPE.** The nature and scope of the project contemplated by this Agreement is to administer grant funding from the FY 2013 Edward Byrne Memorial

Justice Assistance Grant (JAG) program to be distributed to the City of Canton, Mississippi to purchase police equipment.

C. **AUTHORITY.** The specific authority under which the County and the City may exercise their authorities the powers and responsibilities necessary to fulfill the terms of this Agreement are found, respectively in Section 19-3-41(9), Mississippi Code Ann. (1972, as amended).

This Agreement is a result of a resolution passed on \_\_\_\_\_ by the City of Canton, Governing Authorities, and a resolution passed on \_\_\_\_\_, by the Madison County Board approving the entering into of an Interlocal Agreement between the parties. Pursuant to Miss. Code Ann. Sections 19-3-41(9), 17-13-3 and 17-13-7 the Madison County Board of Supervisors may enter into agreements of this nature to administer grant funding from the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be distributed to the City of Canton, Mississippi to purchase police equipment.

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 this Agreement.

E. **PARTICIPATION AND FINANCING.** Madison County will participate in this project by administering grant funding from the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) program. The JAG Grant as awarded by the Department of Justice is a 50/50 split share with the County. The County has resolved to forego its share and grant 100% of the grant to the City of Canton disbursing Eleven Thousand Four Hundred Sixty Five Dollars (\$11,465.00) to the City of Canton, Mississippi to purchase

police equipment in accordance with the JAG Grant, as made available to the Madison County Board of Supervisors. Funding will occur through a one-time payment of (\$11,465.00) to the City of Canton. The City of Canton will be responsible for complying with all legal expenditures under the JAG Grant.

F. **SCHEDULE.** Upon receipt of appropriate approvals the County will proceed to provide the above funding to the City of Canton as funds become available to the County from the JAG Award.

## **II. TERM AND TERMINATION**

This Agreement may be amended or terminated at the discretion of the County or City.

## **III. ADMINISTRATION**

The County Administrator and the City of Canton 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 acknowledge, through the administrators described in Section III, above, that the activities contemplated by this Agreement have been completed.

## **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 City of Canton 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 Madison County and the Secretary of State of the State of Mississippi.

**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 subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES on the dates indicated herein below, pursuant to resolutions adopted by the governing authorities.

**[INTENTIONALLY LEFT BLANK]**

**HINDS COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Madison County, Board President

Date: \_\_\_\_\_

**ATTEST:**

**CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI**

**(Seal)**

By: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_ to me known, who acknowledge that they are respectively, the PRESIDENT and CLERK of the Madison County Board of Supervisors, and that for and on behalf of Madison 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF CANTON, MISSISSIPPI**

By: \_\_\_\_\_  
Mayor Arnel D. Bolden

Date: \_\_\_\_\_

**ATTEST:**

**CITY CLERK  
CITY OF CANTON, MISSISSIPPI**

**(Seal)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named ARNEL BOLDEN and VALERIE SMITH, to me known, who acknowledge that they are the Mayor and City Clerk respectively of the City of Canton, Mississippi, and that for and on behalf of the City of Canton, 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

**BETWEEN**

**CITY OF CANTON, MISSISSIPPI AND MADISON COUNTY, MISSISSIPPI**  
*In Re: 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)*

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

**WITNESSETH:**

**IN CONSIDERATION** of the mutual benefits and advantage each to the other, the parties hereto agree as follows:

**I. PURPOSE AND GENERAL PROVISIONS**

A. **AGREEMENT.** This Agreement is entered into pursuant to the authorization of the Interlocal Cooperation Act of 1974, being Section 17-31-1 et seq., Mississippi Code of 1972, as amended as same now appears, or is hereafter amended as, and all provisions set forth in that Act are incorporated herein and made a part hereof as if fully set forth herein, it being the intent of the parties hereto that such authority as is granted by the Act shall be exercised by the parties to enable them to accomplish purchasing police equipment for the City of Canton, Mississippi Police Department.



B. **SCOPE.** The nature and scope of the project contemplated by this Agreement is to administer grant funding from the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be distributed to the City of Canton, Mississippi to purchase police equipment.

C. **AUTHORITY.** The specific authority under which the County and the City may exercise their authorities the powers and responsibilities necessary to fulfill the terms of this Agreement are found, respectively in Section 19-3-41(9), Mississippi Code Ann. (1972, as amended).

This Agreement is a result of a resolution passed on \_\_\_\_\_ by the City of Canton, Governing Authorities, and a resolution passed on \_\_\_\_\_, by the Madison County Board approving the entering into of an Interlocal Agreement between the parties. Pursuant to Miss. Code Ann. Sections 19-3-41(9), 17-13-3 and 17-13-7 the Madison County Board of Supervisors may enter into agreements of this nature to administer grant funding from the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be distributed to the City of Canton, Mississippi to purchase police equipment.

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 this Agreement.

E. **PARTICIPATION AND FINANCING.** Hinds County will participate in this project by administering grant funding from the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) program. The JAG Grant as awarded by the Department of Justice is a 50/50 split share with the County. The County has resolved to forego its share and grant 100% of the grant to the City of Canton disbursing Twelve Thousand Three Hundred Forty Two Dollars

(\$12,342.00) to the City of Canton, Mississippi to purchase police equipment in accordance with the JAG Grant, as made available to the Madison County Board of Supervisors. Funding will occur through a one-time payment of (\$12,342.00) to the City of Canton. The City of Canton will be responsible for complying with all legal expenditures under the JAG Grant.

F. **SCHEDULE.** Upon receipt of appropriate approvals the County will proceed to provide the above funding to the City of Canton as funds become available to the County from the JAG Award.

## **II. TERM AND TERMINATION**

This Agreement may be amended or terminated at the discretion of the County or City.

## **III. ADMINISTRATION**

The County Administrator and the City of Canton 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 acknowledge, through the administrators described in Section III, above, that the activities contemplated by this Agreement have been completed.

## **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 City of Canton 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 Madison County and the Secretary of State of the State of Mississippi.

**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 subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES on the dates indicated herein below, pursuant to resolutions adopted by the governing authorities.

**[INTENTIONALLY LEFT BLANK]**



**HINDS COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Madison County, Board President

Date: \_\_\_\_\_

**ATTEST:**

**CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI**

**(Seal)**

By: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_ to me known, who acknowledge that they are respectively, the PRESIDENT and CLERK of the Madison County Board of Supervisors, and that for and on behalf of Madison 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF CANTON, MISSISSIPPI**

By: \_\_\_\_\_  
Mayor Arnel D. Bolden

Date: \_\_\_\_\_

**ATTEST:**

**CITY CLERK  
CITY OF CANTON, MISSISSIPPI**

**(Seal)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

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

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MY COMMISSION EXPIRES:

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NOTARY PUBLIC

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

**BETWEEN**

**CITY OF CANTON, MISSISSIPPI AND MADISON COUNTY, MISSISSIPPI**  
*In Re: 2015 Edward Byrne Memorial Justice Assistance Grant (JAG)*

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

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B. **SCOPE.** The nature and scope of the project contemplated by this Agreement is to administer grant funding from the FY 2015 Edward Byrne Memorial

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E. **PARTICIPATION AND FINANCING.** Hinds County will participate in this project by administering grant funding from the FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) program. The JAG Grant as awarded by the Department of Justice is a 50/50 split share with the County. The County has resolved to forego its share and grant 100% of the grant to the City of Canton disbursing Eleven Thousand Four Hundred Twenty Six Dollars (\$11,426.00) to the City of Canton, Mississippi to purchase



police equipment in accordance with the JAG Grant, as made available to the Madison County Board of Supervisors. Funding will occur through a one-time payment of (\$11,426.00) to the City of Canton. The City of Canton will be responsible for complying with all legal expenditures under the JAG Grant.

F. **SCHEDULE.** Upon receipt of appropriate approvals the County will proceed to provide the above funding to the City of Canton as funds become available to the County from the JAG Award.

## **II. TERM AND TERMINATION**

This Agreement may be amended or terminated at the discretion of the County or City.

## **III. ADMINISTRATION**

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APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES on the dates indicated herein below, pursuant to resolutions adopted by the governing authorities.

**[INTENTIONALLY LEFT BLANK]**

**HINDS COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Madison County, Board President

Date: \_\_\_\_\_

**ATTEST:**

**CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI**

**(Seal)**

By: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_ to me known, who acknowledge that they are respectively, the PRESIDENT and CLERK of the Madison County Board of Supervisors, and that for and on behalf of Madison 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**CITY OF CANTON, MISSISSIPPI**

By: \_\_\_\_\_  
Mayor Arnel D. Bolden

Date: \_\_\_\_\_

**ATTEST:**

**CITY CLERK  
CITY OF CANTON, MISSISSIPPI**

**(Seal)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named ARNEL BOLDEN and VALERIE SMITH, to me known, who acknowledge that they are the Mayor and City Clerk respectively of the City of Canton, Mississippi, and that for and on behalf of the City of Canton, 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC