

37 **ORDER** spreading upon the minutes the executed agreement for Harrison County School District to reimburse Harrison County for providing law enforcement officers, for a period of two years, effective July 1, 2012

A motion was made by Supervisor Ladner seconded by Supervisor Rockco, that this Order be APPROVED by the following vote:

38 **ORDER** approving the Interlocal Agreement between the cities of Biloxi and Gulfport, and Harrison County, Mississippi, regarding sharing of funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2012, and authorizing the Board President to execute same.

A motion was made by Supervisor Swetman III seconded by Supervisor Rockco, that this Order be APPROVED by the following vote:

39 **ORDER** authorizing the State contract (5-420-21432-12) purchase of 10 tables from Office Furniture Solutions, Inc. at a cost of \$4,076.70, payable from 029-215-919 forfeiture.

A motion was made by Supervisor Ladner seconded by Supervisor Martin, that this Order be APPROVED by the following vote:

(120) - COUNTY ADMINISTRATOR

40 **ORDER** acknowledging receipt of and approving various documents listed, as recommended by Eley Guild Hardy Architects, and authorizing the Board President to execute same:

 a) Change Order No. 3 adding 86 days to Starks Contracting Co., Inc.'s contract for the replacement and relocation of the Gulfport Library. (New completion day is July 27, 2012.)

 b) Certificate of substantial completion of Starks Contracting Co., Inc.'s contract for the replacement and relocation of the Gulfport Library.

 c) Change Order No. 2R adding 6 days to Trademark Construction, Inc.'s contract and decreasing same by \$84,425.04 for the Gulfport downtown governmental complex and library, Katrina Supplemental CDBG Project R-109-024-02-KCR.

A motion was made by Supervisor Ladner seconded by Supervisor Martin, that this Order be APPROVED by the following vote:

41 **ORDER** declaring Asset # 18438, 2007 Glaval Easy On Bus, as surplus and authorizing the Inventory Control Clerk to remove this item from the County inventory list.

A motion was made by Supervisor Swetman III seconded by Supervisor Rockco, that this Order be APPROVED by the following vote:

Memorandum

To: Sheriff Melvin Brisolaro, Harrison County Sheriff's Office
Chief John Miller, Biloxi Police Department

CC: Deputy Chief Leonard Papania, Lt. Jim Adamo,
Camille Peno



From: Chief Alan Weatherford, Gulfport Police Department

Date: August 1, 2012

RE: FY 2012 Justice Assistance Grant (JAG 0461)

The Mississippi Attorney General's Office has certified Harrison County as a disparate jurisdiction and therefore Justice Assistance Grant funds must be shared. In the past, the JAG funds have been shared based upon the population of each agency's service area. Since we have agreed to use this method in the past, the following disbursement schedule for the FY 2012-DJ-BX-0461 JAG award is as follows:

Agency	Population of Service Area	% of Population 2010 Census Bureau	JAG Allocation	Share	Final Allocation
Biloxi Police Department	44,050	27.8	\$34,050	\$16,991	\$17,059
Gulfport Police Department	67,793	42.6	\$27,312	\$ 1,172	\$26,140
Harrison County Sheriff's Office (unincorporated)	47,125	29.6	-0-	-0-	\$18,163
TOTALS	158,968	100%	\$61,362	\$18,163	\$61,362

If you have any questions, please call or email Sue Swear, Gulfport Police Department Grant Coordinator, at 228-868-5981 or sswear@gulfport-ms.gov. Sue will be in touch with your grant office to get budget worksheets and Memorandum of Understanding signed.

The State of Mississippi
County of Harrison

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF GULFPORT and BILOXI, MISSISSIPPI AND
COUNTY OF HARRISON, MISSISSIPPI**

FY 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

This Agreement is made and entered into this 21st day of August 2012, by and between the COUNTY of Harrison and the Cities of Gulfport and Biloxi, acting by and through its governing body, the City Council or Board of Supervisors hereinafter referred to as CITIES, both of Harrison County and the COUNTY of Harrison, State of Mississippi, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 21-21-41, Mississippi Code of 1972 and

WHEREAS, each governing body, in performing 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 that party: and

WHEREAS, each governing body finds that the performance of this 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 under this agreement and the City of Gulfport shall be both the fiscal and applicant agency: and

NOW THEREFORE, the CITIES and COUNTY agree as follows:

Section I

The CITIES agree to the following: BILOXI agrees to use a total of \$17,059 in JAG funds until September 30, 2015; GULFPORT agrees to use a total \$26,140 in JAG funds and agrees to perform the duties of FISCAL AGENT until September 30, 2015 and to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements) and also specifically assures and certifies all items as written in the attached Addendum A "Standard and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements".

Section II

The COUNTY agrees to use **\$18,163** for the JAG program until **September 30, 2015** and to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements) and also specifically assures and certifies all items as written in the attached Addendum A “Standard and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements”.

Section III

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

Section IV

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

Section V

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.

City of Gulfport, Mississippi

George Schloegel, Mayor

ATTEST:

Deputy City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF GULFPORT AND BILOXI AND COUNTY OF
HARRISON, MISSISSIPPI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2012**

City of Biloxi, Mississippi

A.J. Holloway, Mayor

ATTEST:

Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF GULFPORT AND BILOXI AND COUNTY OF
HARRISON, MISSISSIPPI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2012**

County of Harrison, Mississippi



Kim Savant, President
Harrison County Board of Supervisors

ATTEST.



Clerk