

LEE COUNTY COMMUNICATIONS
MEMORANDUM OF UNDERSTANDING
FOR THE MUNICIPALITY OF TUPELO
PUBLIC SAFETY AGENCY DISPATCH

THIS AGREEMENT made the ____ day of _____ 2022, by the E9-1-1 Board of Commissioners of Lee County, Mississippi; the Mayor and Board of Aldermen (City Council) of the City of Tupelo Mississippi.

WHEREAS, such additional funding for 9-1-1 Districts are authorized by Title 19 Chapter 5 Section 313 of the Mississippi Code 1972, Annotated.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Board of Supervisors of Lee County, the Mayor and Board of Aldermen (City Council) of the City of Tupelo, hereby do agree as follows:

SECTION 1: Term: This agreement shall remain in full force and effect until 12:01 a.m. October 1, 2023 or cancelled by mutual agreement of the parties or by 90 days written notice by one party to the other party of the parties or by 90 days written notice of said cancellation.

SECTION 2: Organization:

A. Lee County Communications will provide continuous public safety dispatching for the Municipality of Tupelo.

A. The duties and responsibilities of Lee County Communications will be to transmit and receive non-emergency traffic for the public safety agencies, provide assistance for MJIC information, and assist in resource management for public safety activities of said Municipality.

SECTION 3: Finance: Whereas the annual costs of providing a dispatch services for the public safety agencies in Lee County, MS has been determined based on approximate population, the Municipality agrees to pay Lee County Communications the sum of \$202,045.75 for fiscal year 2022/23. Payments for public safety dispatching services may be rendered in one lump sum, or in monthly, quarterly, or bi-annual installments

SECTION 4: Waiver of Claims: Each party hereto hereby waives all claims against the other for compensation of any loss, damage, personal injury or death occurring in consequence of performance or either party, their agents or employees hereunder.

SECTION 5: Integration: This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

SECTION 6: Compliance with Laws: In performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

SECTION 7: Severability: Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of other provisions, it being the intent that the provisions shall be severable and remain valid.

WITNESS OUR SIGNATURES:

LEE COUNTY E9-1-1 BOARD OF COMMISSIONERS

BY: _____

DATE: _____

ATTEST:

BY: _____

CITY OF TUPELO, MISSISSIPPI

BY: _____

TODD JORDAN

DATE: _____

ATTEST:

BY: _____