

## INTERLOCAL COOPERATION AGREEMENT

**THIS INTERLOCAL COOPERATION AGREEMENT** shall be known as the 2024 CITY OF TUPELO AND ITAWAMBA COUNTY INMATE HOUSING INTERLOCAL COOPERATION AGREEMENT and is entered into this day by and between ITAWAMBA COUNTY, MISSISSIPPI, by and through the Itawamba County Board of Supervisors (“County”) and the CITY OF TUPELO, MISSISSIPPI, by and through its governing authorities, (“City”) pursuant to the provisions of the Interlocal Cooperation Act of 1974 codified in Section 17-13-1, *et seq* of the Mississippi Code Annotated (1972), as amended.

### **WITNESSETH:**

**WHEREAS**, Section 17-13-1, *et seq.* of the Mississippi Code Annotated (1972), as amended, provides a mechanism in which local governmental units may contract with one another for services on a basis of mutual advantage and cooperation; and

**WHEREAS**, Itawamba County, Mississippi owns and operates an adult detention center located in said county (“Facility”) pursuant to its authority under Miss. Code Ann. § 19-25-71 (1972, as amended); and

**WHEREAS**, the City of Tupelo, Mississippi does not own or operate an adult detention center, but has traditionally housed its prisoners in a local county jail pursuant to an interlocal agreement as authorized by Miss. Code Ann. § 47-1-39 (1972, as amended); and

**WHEREAS**, the City seeks to house a certain number of prisoners in the adult detention center owned and maintained by the County; and

**WHEREAS**, the County seeks to allow the City to house a certain number prisoners in its adult detention center; and

**WHEREAS**, the County and City desire to enter into this agreement establishing the relationship responsibilities and parameters for the fulfillment of this agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and obligations contained herein, the parties agree as follows.

- I. Use.** Upon the execution of this agreement, City shall at all times have the right to house in the Facility a minimum of ten (10) municipal adult arrestees, detainees and prisoners of City (the “Municipal Prisoners”), and Sheriff and County shall accept custody thereof according to the terms of this agreement. No person will be accepted who is in need of immediate medical attention or who is an obvious threat to the health and safety of any County employee or other prisoner housed at the Facility. The County reserves the right to promulgate reasonable rules and regulations regarding the medical condition of persons who will be accepted to be held in the jail. City shall be responsible for the transportation of all such Municipal Prisoners to the Facility and for transportation from the Facility for court appearances. County and Sheriff shall receive the Municipal Prisoners upon delivery to the Facility and shall be responsible for the proper housing, care and maintenance of such prisoners thereafter.

**II. Supervision.** The Facility shall be under the direct control and supervision of the Sheriff and shall be staffed and maintained by a full-time jail administrator, deputies and such other employees of County as are necessary for the proper and efficient operation and maintenance of the Facility. County and Sheriff agree that the jail administrator, jailers and deputies assigned to the Facility shall be qualified for the duties for which each is assigned and shall receive appropriate, periodic training on jail administration, custodial care, security, safety, suicide prevention, first aid, including, but not limited to, mental health first aid, prisoners' rights, the use of reasonable force and such other topics as will enhance the efficient orderly and proper administration of the Facility.

**III. Custodial Responsibility.** The City shall be solely responsible for the transportation of Municipal Prisoners to and from the Facility, and the cost(s) incurred incident thereto. The Sheriff shall be responsible for making Municipal Prisoners available promptly for their transportation to court appearances and for other purposes, upon timely requests therefor. Upon receipt of custody of a prisoner, County and Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the prisoner. Any Municipal Prisoner transferred to the Facility shall remain in the category of a Municipal Prisoner, for which per diem charges are payable until properly released by Sheriff or removed from the facility by City in accordance with policies adopted by the Sheriff. At such time that a Municipal Prisoner being housed at the Facility ceases to be a City prisoner, either by them being bound over to the Grand Jury or by their waiver of a preliminary hearing, the City and County shall coordinate and transfer custody of the prisoner to the appropriate law enforcement agency responsible for the detention of the prisoner. In the event that a Municipal Prisoner being housed at the Facility is brought under charge or indictment by the County, the prisoner shall cease to be a Municipal Prisoner, and the City shall subsequently not be charged a per diem for such prisoner.

Persons arrested by the North Mississippi Narcotics Unit, or its successor, shall be Municipal Prisoners only if arrested for crimes committed inside the municipal limits of City of Tupelo, except as otherwise provided in this section and subject to and in accordance with the North Mississippi Narcotics Unit based upon charges from another county shall be held in the county in which the charges are to be brought. The County agrees to maintain daily custody logs, clearly showing the receipt of custody of all prisoners, including dates and times of incarceration, the entity or agency for which custody is maintained, the date and time of any change of status which would shift the responsibility for the cost of per diem of a prisoner, transfers, and final disposition. County and Sheriff agree to provide for a documented system for receipt and custody of prisoner's personal property.

**IV. Per Diem and Costs.**

- a. **Per Diem.** City shall pay County a per diem of Forty Dollars (\$40.00) per Municipal Prisoner for each calendar day, or part of a day, in which a municipal prisoner is in the custody of the County at the Facility upon the terms and conditions set forth herein. Said per diem shall cover all costs incurred by the County incident to its housing of Municipal Prisoners as contemplated herein. By separate written agreement of City and County, City and County may adjust the

per diem rate at any time, and such written agreement shall become part and parcel of this agreement.

- b. Days.** A full per diem charge shall apply to each Municipal Prisoner who is placed in custody at the Facility and remains for any part of a day.
- c. Transportation.** In the event that the Sheriff or County transports Municipal Prisoners in vehicles owned or operated by the Sheriff or County, then City shall pay to County in reimbursement the mileage reimbursement rate then in effect for travel by employees of the State of Mississippi for each mile one (1) or more Municipal Prisoners are transported in a vehicle owned or operated by the Sheriff or County on an approved trip together with such supervisory costs as agreed to by the parties. For the purposes of this section, an "approved trip" shall be an excursion outside the Facility under custody for any one (1) or more of the following documents reasons:
  - i.** At the request of the Tupelo Police Department, Chief, Deputy Chief, or other officer with the rank of Captain or above;
  - ii.** At the request of the Municipal Prosecutor, City Judge or Municipal Court Clerk;
  - iii.** For any medical or other emergency;
  - iv.** Upon any court order or subpoena relating to criminal charges against the Municipal Prisoner for which such prisoner is in custody at the Facility.

Payment shall be made within thirty (30) days after receipt of County's statement therefor (or with the regular monthly payment), together with documentation showing the mileage, the date, the Municipal Prisoner, the reason for the approved trip, and the employee transporting the Municipal Prisoner. The parties agree and acknowledge that City normally will transport Municipal Prisoners, except in exigent circumstances.

- V. Accounting and Auditing.** County and Sheriff will maintain at all times an accurate set of financial records in accordance with generally accepted accounting procedures for governmental entities and in compliance with applicable state law, documenting all costs incurred in the operation and maintenance of the Facility and the provision of support services as provided herein. All financial records, books and documentation supporting the costs shall be made available to City, or its designated agents, for inspection and copying upon reasonable notice to County. County shall maintain daily jail custody logs, disposition reports, files and financial records in an auditable form and manner. City shall have reasonable access to such records. In the event that any audit or review of such records of the Facility reveals a discrepancy resulting in an overcharge or undercharge for any billing cycle, City and County agree to make prompt adjustments thereto. Each party hereto shall use its best efforts to coordinate and cooperate to ensure the operation and maintenance of the Facility in a reasonable cost-efficient manner in conformance with state and federal law.

- VI. Payment.** City shall pay to County the per diem charges accruing in each calendar month, at the rate in effect for the fiscal year, for each Municipal Prisoner housed in the Facility during that month, within thirty (30) days after receipt by City of an itemized billing statement containing, and supported by, a written calculation of the total monthly per diem charges derived by the multiplication of the pertinent number of prisoner days, and half prisoner days, by the then current per diem rate, together with a list of all Municipal Prisoners upon whom the monthly charges are based, showing the data of receipt of custody, the number of days in custody, and the date of release, discharge or other disposition. Also, each statement shall be signed by the Itawamba County Sheriff or their designee. City may request additional supporting documentation for any billing statement or conduct its own review according to the provisions of Section 5 of this agreement.
- VII. Insurance.** County shall obtain and maintain law enforcement liability insurance providing coverage for the Facility in the amount of not less than One Million Dollars (\$1,000,000), issued by a reputable company which is permitted to do business in the State of Mississippi naming City as an additional insured. Both City and County shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000. Each party waives the right of subrogation against the other for claims to the extent that claims are paid by insurance to the extent allowed by the respective insurance carriers.
- VIII. Indemnity.** City agrees to defend and hold harmless the Sheriff, County, its governing authority, officers, employees, and agents against any demand, claim, assertion of liability or action arising out of any act or omission of City, its officers, employees and agents in connection with its use of the Facility which is not fully covered by the insurance set forth in Section VII, and City agrees to assume liability for County for any loss, damages, liability, attorneys' fees or other sums for which County may reasonably pay on account of any such demand, claim, assertion of liability or action.

County agrees to defend and hold harmless City, its governing authority, officers, employees, and agents against any demand, claim, assertion of liability or action arising out of any act or omission of County or the Sheriff, their officers, employees and agents in connection with its construction, operation and maintenance of the Facility which is not fully covered by the insurance set forth in Section VII, and County agrees to assume liability for City for any loss, damages, liability, attorneys' fees or the sums for which City may reasonably pay on account of any such demand, claim, assertion of liability or action.

- IX. Health Care Services and Costs.** In the event it is necessary to obtain any type of health care (including, but not limited to, medical, dental, psychological, psychiatric, or pharmaceutical care) for a Municipal Prisoner by a third-party health care provider, City shall be directly responsible to the provider for payments for services rendered. City shall provide at all times a list of preapproved, designated health care providers to meet all anticipated health needs of Municipal Prisoners. All other municipalities and law enforcement agencies housing prisoners in the Facility shall be responsible for the costs of the health care for their respective prisoners. Transportation for non-emergency

treatment shall be provided by City for Municipal Prisoners and by such other municipality or law enforcement agency for each respective prisoner. County shall be responsible for providing first response medical care and emergency medical transportation when necessary to the health of Municipal Prisoners. In the event of an emergency requiring County to provide immediate transportation, County shall be entitled to payment as provided in Section 4c or City shall be directly responsible for ambulance billing.

- X. Default.** In the event that the city fails to pay charges when billed and due as provided herein, and such delinquency continues for fifteen (15) days after written demand therefor, County may refuse to take any additional Municipal Prisoners from City until such delinquency is cured, and may charge interest at the legal rate, not to exceed eight percent (8%) per annum from and after the date upon which such written demand is received by City. In the event that County refuses, or is unable, to receive custody and house any Municipal Prisoners during a period of fifteen (15) consecutive days, except for the reasons allowed for herein, County shall pay to City the difference in the then current per diem charge and the actual cost to the city of housing each Municipal Prisoner, for which City must obtain other Facility during such period, until the default is cured by County and the Municipal Prisoners are received for custody and housed at the Facility. The provisions of this section shall be in addition to any and all other remedies at law or in equity. No waiver of any breach or default under this contract by either party shall be construed to be a waiver of any succeeding breach or default of the same or any other provision.
- XI. Dispute Resolution.** In the event that the City disputes any billing statement received by City, City shall promptly notify County and Sheriff of the dispute and the reasons therefor. If County concurs with the reasons, adjustments shall be made to the statement, and City shall pay the adjusted statement promptly thereafter. If County does not agree, County shall notify City in writing, within five (5) working days thereafter, a dispute resolution committee shall convene, comprised of a representative from City, County and the Sheriff. The parties hereto agree that no legal action shall be instituted until the dispute resolution committee has had the opportunity to meet as provided herein, and no interest shall accrue on the unpaid disputed amount until the dispute resolution committee has had an opportunity to meet. The failure of County or Sheriff to provide at least twenty-four (24) hours' notice to City of the meeting of the dispute resolution committee shall be deemed as forestalling the opportunity to meet as provided hereunder; the failure of City to name and send a representative to a duly noticed meeting of the dispute resolution committee shall not impair nor delay the opportunity to meet as provided hereunder.

In the event City notifies County in writing of city's dispute of the calculation of per diem charges for the next fiscal year, and County does not concur with such reasons, then City and County agree to submit the calculation of the per diem charge for the next fiscal year to an independent and mutually agreed upon certified public accountant, the cost for which shall be shared equally by City and County, for analysis and calculation of the per diem in accordance with the terms of this agreement, prior to institution any legal action hereinunder or serving notice of termination of this agreement, unless City and County

cannot agree upon an independent certified public accountant within ten (10) days. During the pendency of the analysis by a certified public accountant, per diem charges for the current fiscal year shall remain in effect, and adjustments shall be made after the dispute has been resolved.

- XII. Force Majeure.** In the event that City or County is delayed, hindered or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado or other natural disaster, or for other reasons, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay; provided, however, that nothing in this provision shall prevent or delay termination as provided in Section XIII.
- XIII. Termination.** In the event either party desires to terminate this agreement, such party shall give the other six (6) full calendar months written notice prior to the date of termination. Upon completion of the termination notice period, this agreement shall be terminated; provided, however, that obligation to maintain general liability insurance and the right of indemnity shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later
- XIV. Amendment.** No amendment or modification to this agreement shall be effective unless reduced in writing and signed by all parties hereto. No waiver of any breach of this agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of the agreement.
- XV. Safety, Security and Training.** The Sheriff, and County, as the source of revenue for the Sheriff, agrees to supervise, control and manage the Facility and to provide safe and secure custody of prisoners according to state and federal law, regulations and standards. The Sheriff and County shall adequately staff the Facility with trained jailers and law enforcement officers and provide a continuing training program for employees of and at the Facility. The management and operation of the Facility shall not be contracted or assigned to any private entity without twelve (12) months prior written notice to City, unless otherwise mutually agreed by the parties hereto. The parties hereto acknowledge that City is not responsible for the operation, maintenance or management of the Facility. City agrees to cooperate with the Sheriff and jail administrator and to abide by any reasonable rules provided in advance in writing regarding the operation and management of the Facility.
- XVI. Access, Inspection and Transfer.** The parties hereto agree that City shall have the right to enter into the Facility at any time for the purpose of delivering or transferring Municipal Prisoners, for serving warrants, subpoenas, and process. Upon reasonable notice to the Sheriff, or jail administrator, City may interview, question or interrogate Municipal Prisoners at the Facility, according to the reasonable rules and regulations promulgated by the Sheriff. The City may inspect the premises of the Facility at any time during normal working hours and in such a manner as to cause the least possible inconvenience to the Sheriff and the staff of the Facility.

**XVII. Notices.** All notices or communications required or contemplated herein shall be in writing, shall be mailed by the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to County and Sheriff at:

Itawamba County Sheriff's Department  
Attn: Itawamba County Sheriff

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To City at:  
City of Tupelo, Mississippi  
Attn: Mayor Todd Jordan  
PO Box 1485  
Tupelo, MS 38802

With copies to:  
Tupelo Police Department  
Attn: Chief of Police  
400 North Front Street  
Tupelo, MS 38801

Or to any other address the respective parties may designate in writing. In the alternative, notices may be hand-delivered in writing to the mayor's office for City, to the President of the Board of Supervisors or the County Administrator for County and for the Sheriff. All notices shall be deemed to be complete on receipt thereof.

**XVIII. Assignment.** This agreement shall not be assigned except upon written agreement of all the parties.

**XIX. Duration.** After the effective date, the term of this agreement shall be through and including June 30, 2025. This agreement shall automatically renew every year unless terminated in the manner prescribed in Section XIII herein.

**XX. Approval and Effective Date.** The parties hereto acknowledge that this agreement shall be submitted to the Mississippi Attorney General for review under the Interlocal Cooperation Act of 1974. This agreement shall not be effective or enforceable until duly authorized in the minutes of the City and County, duly executed by the representatives of City and County and until the agreement has been approved by the Mississippi Attorney General, or sixty (60) days has passed from its submission to the Mississippi Attorney General without receipt of notice of disapproval of the same, whichever occurs first. Upon approval by the Mississippi Attorney General, or the passing of sixty (60) days after submission without disapproval, this agreement shall become effective and binding on the parties hereto. Copies of this agreement shall be filed with the Lee County Chancery Clerk, the Itawamba County Chancery Clerk, the City Clerk of the City of Tupelo, and the Mississippi Secretary of State, according to law.

- XXI. Specific Performance.** This agreement, the provisions thereof, shall be enforceable, by any party to this agreement by specific performance.
- XXII. General.** The parties hereto acknowledge that this agreement contains the full, complete and entire agreement between the parties regarding the Facility and matters pertaining thereto and that this agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.
- XXIII. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable under the laws of the State of Mississippi, such invalidity, illegality, or unenforceability shall not affect any other lawful term or provision of this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the promises contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- XXIV. Venue.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in Lee County, Mississippi.



The above 2024 CITY OF TUPELO AND ITAWAMBA COUNTY INMATE HOUSING INTERLOCAL COOPERATION AGREEMENT, after having received the necessary number of affirmative votes, was approved by Order of the Tupelo City Council on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TUPELO, MISSISSIPPI

\_\_\_\_\_  
TRAVIS BEARD, City Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, City Council Clerk

APPROVAL:

\_\_\_\_\_  
TODD JORDAN, Mayor

ATTEST:

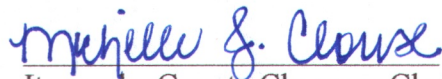
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KIM HANNA, CFO/City Clerk

The above 2024 CITY OF TUPELO AND ITAWAMBA COUNTY INMATE HOUSING INTERLOCAL COOPERATION AGREEMENT, after having received the necessary number of affirmative votes, was approved by Order of the Itawamba County Board of Supervisors on this the 1st day of April, 2024.

ITAWAMBA COUNTY, MISSISSIPPI


  
\_\_\_\_\_  
President  
Itawamba County Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Itawamba County Chancery Clerk



ACKNOWLEDGMENT:

  
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Sheriff  
Itawamba County, Mississippi