

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi (“MTC”), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation (“MDOT”), and the City of Tupelo, Mississippi , (“City”), effective as of the date of latest execution below.

WITNESSTH:

WHEREAS the Mississippi Transportation Commission, through the Mississippi Department of Transportation, is charged with the construction and maintenance of the State Highway System; and,

WHEREAS the City is a Mississippi Municipal Corporation; and,

WHEREAS the Chief of Police is the chief peace officer for the above-named City and is charged with the custody and attendant care of those persons incarcerated in the city jail; and,

WHEREAS the Chief of Police is authorized by statute to provide and the MTC may accept inmate laborers for work on the State Highway System; pursuant to Mississippi Code Section 65-1-8(u) and,

WHEREAS, the City, the Chief of Police and MTC desire to adopt guidelines under which the Chief can provide guarded inmates *or those working off fines* to the MTC.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City, Chief of Police, and MTC do agree as follows:

I. DEFINITIONS:

Chief of Police - the individual occupying the office of Chief of Police in the above-named city.

Inmates - persons: a) who are incarcerated in a facility operated by the City, b) who are on probation, or some form of restricted movement monitored by the Chief of Police, or c) who have been ordered to provide community service under the Chief of Police's *or his designee's* supervision.

Police Personnel – Those sworn officers assigned to guard the inmates during their participation on the litter removal crew.

Designated Personnel – Those individuals designated by the Chief of Police to supervise those individuals working off fines per court order.

II. SPECIFIC RECITALS:

In furtherance of this agreements:

THE MTC WILL:

1. furnish the highway routes and instructions on where inmates will pick up litter.
2. furnish trash bags, safety vests, gloves, and advisory signs; and
3. reimburse the city for costs associated with the execution of this agreement, including reimbursement to the city for the actual cost of the Police personnel assigned to this duty, not to exceed \$15.00 per hour, not to exceed \$50,000 per state fiscal year unless expressly authorized in writing by the MTC, and in addition thereto, reimburse the county for travel expenses calculated at the State of Mississippi current mileage rate for transporting inmates to and from the work site.

THE CHIEF OF POLICE WILL:

1. furnish inmates *or those working off fines* to pick up litter or perform maintenance activities on the MTC's maintained highway system or other MTC property within the county.
2. furnish supervision of all inmates/*participants* by Police *or designated Personnel*.
3. furnish transportation for transporting inmates to and from the work site.
4. furnish lunch for all inmates.
5. furnish a minimum of a seven (7) hour workday which includes all breaks and lunch.
6. place MTC-furnished advisory traffic signs in advance of the work sites pursuant to the MUTCD.
7. be responsible for all MTC-furnished equipment, signs, etc.

8. place filled litter bags along the shoulder of the highway/street, pick up and dispose of same.
9. provide invoices to the District Engineer covering the services outlined in this MOU for review.

THE CITY WILL:

1. approve all necessary expenses incurred by the Chief of Police in fulfilling the terms of this MOU.
2. adjust the budget of the Chief of Police to allow for sufficient resources to be available for use in implementing the terms of this agreement.
3. provide MTC with appropriate accounting of all costs incurred in the execution of the terms of this MOU.

III GENERAL RECITALS:

A. NOTICE AND COMMUNICATION:

Any formal notice required under this Agreement shall be made to the appropriate party at the following addresses:

THE COMMISSION: Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS,39125

THE CITY: City of Tupelo, Mississippi

THE CHIEF: City of Tupelo Police Department

Informal Communication between the Chief of Police and MTC/MDOT shall be directly with each other. There shall be no communication through inmates.

B., AMENDMENTS:

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties in writing.

C. TERMINATION:

This Memorandum of Understanding may be terminated by any of the parties by giving sixty (60) days prior written notice to the other.

D SEVERABILITY:

Should any provision of this agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi, the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this agreement shall remain in full force and effect.

E. LIABILITY:

It is further understood and agreed by both parties that the Chief of Police or *his designee* shall maintain full custody and control of all inmates involved in the above-mentioned maintenance and shall be responsible for all inmate conduct and/or actions. The MTC shall in no way whatsoever be responsible for any such inmate conduct and/or actions.

F. RELATIONSHIP OF THE PARTIES:

While performing the duties anticipated by this agreement, the Chief of Police and the Police Personnel, the City, the inmates and the persons performing community service under the supervision of the City, are not officers, agents, or employees of the MTC/MDOT. The said individuals shall not be entitled to any workers compensation, unemployment compensation benefits, personal leave or medical insurance whatsoever. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the City shall be paid as a gross sum with no withholdings or deductions being made by MTC/MDOT for any purpose. This agreement shall not inure in any manner to the benefit of any party other than the undersigned.

G. AUTHORITY

The undersigned hereby execute this MOU and assure that the authority to execute this agreement has been granted by the appropriate governing bodies.

**MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

Brad White.
EXECUTIVE DIRECTOR

DATE

_____, **MAYOR,**
CITY OF Tupelo, MISSISSIPPI

SIGNATURE

DATE

_____, **CHIEF OF POLICE,**
CITY OF Tupelo, MISSISSIPPI

SIGNATURE

DATE