

**MEMORANDUM OF UNDERSTANDING BETWEEN
VICKSBURG POLICE DEPARTMENT AND RANKIN COUNTY SHERIFF'S OFFICE**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish the responsibilities of and the relationships between the Mayor, Board of Alderman and Alderwoman-City of Vicksburg ("Vicksburg PD") and the Rankin County Sheriff's Office ("Rankin County SO"), in regards to the housing of detainees at the Rankin County Adult Detention Center ("RCADC") who have been apprehended by the Vicksburg PD.

II. PARTIES

The parties to this MOU are Vicksburg PD, whose principal office is located at 820 Veto St, Vicksburg, MS 39180, and Rankin County SO, whose principal office is located at 221 N. Timber St, Brandon, MS 39042. The combination of Vicksburg PD and Rankin County SO may hereafter be referred to as the "Parties."

III. RESPONSIBILITIES OF THE PARTIES

A. For the term of this MOU, the Rankin County SO shall provide housing for up to fifteen (15) detainees apprehended by Vicksburg PD, at the RCADC.

B. Upon proper notification by Vicksburg PD and an authenticated copy of the mittimus or other commitment order, or any other official papers or documents authorizing confinement, Vicksburg PD will transport the detainee to the RCADC. Detainees subject to this MOU can only be released from the principal office of Vicksburg PD. Once the Rankin County SO has received the proper Court orders and/or documentation regarding a detainee's release from the RCADC, Vicksburg PD shall immediately transport the detainee to its principal office for release.

C. Except for emergency medical and/or mental health care as further addressed in this MOU, Vicksburg PD shall be solely responsible for the transportation of any detainee subject to this MOU. If Rankin County SO is required to transport any detainee subject to this MOU for any reason, Vicksburg PD agrees to pay Rankin County SO the sum of \$500 plus mileage per detainee for such transportation.

D. Upon release of any detainee subject to this MOU, Rankin County SO will provide property and/or funds due said detainee to the transporting officer with Vicksburg PD for handling. Vicksburg PD shall be solely responsible for the safe-keeping, handling, and/or disposition of said property and/or funds due said detainee.

E. Rankin County SO reserves the right to refuse any detainee transported to the RCADC by Vicksburg PD who is either pregnant or in need of immediate emergency medical or mental attention.

F. Vicksburg PD shall be solely responsible for all court dates and/or appearances of detainees subject to this MOU, including but not limited to, scheduling and/or transportation of said detainees to and from all court appearances. Vicksburg PD shall provide Rankin County SO reasonable notice of any scheduled court appearances and/or intent to transport said detainees to and/or from same.

G. Rankin County SO shall maintain and manage the RCADC in compliance with applicable federal and state laws and regulations, and will provide the detainees subject to this MOU with appropriate programs, treatment, supplies, housing, and/or supervision, and will maintain discipline and control of said detainees consistent with constitutional standards.

H. Rankin County SO will provide in-house medical and pharmaceutical services to detainees subject to this MOU in accordance with federal, state, and local laws and regulations. The program will provide said detainees with basic medical and mental health screening, sick calls within the RCADC, and dental treatment in those cases when the health of the detainee would otherwise be adversely affected. Vicksburg PD shall remove from the RCADC a detainee subject to this MOU for medical and/or mental reasons after determination by Rankin County SO with concurrence by Vicksburg PD, which concurrence shall not be unreasonably withheld.

Except in an emergency situation, when a detainee subject to this MOU needs to be seen by a health care practitioner outside of the RCADC for medical, mental, or dental reasons, Rankin County SO will notify Vicksburg PD of the nature of the illness or condition and recommended course of treatment. It shall be the sole responsibility of Vicksburg PD, and not that of Rankin County SO, to make all arrangements for such outside medical, mental, and/or dental treatments, including payment, transportation, and guards required by the provider.

In the event of a medical or mental health emergency by a detainee subject to this MOU, Rankin County SO may make appropriate arrangements for emergency medical and/or mental treatment without first obtaining Vicksburg PD's approval. Rankin County SO will notify Vicksburg PD as soon thereafter as practicable, and Vicksburg PD shall be solely responsible, financially or otherwise, for all emergency treatment outside of the RCADC.

I. No detainee subject to this MOU will be eligible for trustee status at the RCADC.

J. The Parties agree and acknowledge that the RCADC does not detain juvenile offenders except as authorized by the Mississippi "Youth Court Law" (Miss. Code Ann. § 43-21-101 *et. seq*), and no juvenile offenders will be brought to or housed at the RCADC pursuant to this MOU unless they are first charged as or certified as adults.

K. The Parties understand and acknowledge that the permissions under this MOU shall remain solely between Vicksburg PD and Rankin County SO. Under no circumstances shall either party assign any permissions under this MOU to any third parties, nor shall either party act in any manner which is outside the scope of this MOU.

IV. CONSIDERATION

A. For and in consideration of the services to be performed by Rankin County SO pursuant to this MOU and Miss. Code Ann. § 19-25-73(3), Vicksburg PD shall remit to Rankin County payment totaling the sum of Twenty-Five Dollars (\$25.00) per day per detainee that a detainee from Vicksburg PD is housed at the RCADC, and

B. In addition to the consideration described in § IV.A. above, and for and in consideration of Rankin County SD reserving and making available space and resources at the RCADC for Vicksburg PD detainees, Vicksburg PD shall remit to Rankin County payment of an additional Twenty-Five Dollars (\$25.00) per day per detainee that a detainee from Vicksburg PD is housed at the RCADC.

C. All payments are due and owing within thirty (30) days from the date an invoice is provided by Rankin County and/or Rankin County SO.

V. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This MOU may be amended only by written amendments duly executed by Vicksburg PD and Rankin County SO, respectively.

VI. EFFECTIVE DATE AND CONTRACT TERM

This MOU becomes effective upon execution of the signatures of all parties to the agreement and shall continue for a term of one (1) calendar year therefrom, or the termination of this MOU by one or more of the Parties.

VII. JURISDICTION & VENUE

The Parties agree that this MOU shall be construed and interpreted in accordance with the substantive laws of the State of Mississippi, without regard to otherwise applicable principles of conflicts of law, and all disputes arising under, in connection with, or relating in any way to this MOU shall be brought and resolved solely and exclusively in the Circuit Court of Rankin County, Mississippi.

VIII. CONFIDENTIALITY

Both Parties agree to ensure the protection of any sensitive, confidential, or otherwise protected information associated with this MOU. In the event that either party to this MOU receives notice that a third-party requests divulgence of sensitive, confidential, or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. § 25-61-1 *et seq.*, as described below.

IX. TRANSPARENCY

This MOU, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. § 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this MOU is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151 *et seq.*

X. TERMINATION

Either party may terminate this MOU for any reason, with thirty (30) days written notice to the other party.

XI. LIABILITY

The Parties acknowledge and agree that personnel of each party will be presumed to be acting within the course and scope of their respective employers in performing duties hereunder. Each party shall be independent of the other and neither shall be responsible for the acts or omissions of the other party. Nothing in this MOU is intended to expand potential for liability in excess of that provided for by the Mississippi Tort Claims Act (Miss. Code Ann. § 11-46-1, *et seq.*)

XII. SIGNATURE WARRANTY

Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

This MOU is hereby agreed to by both signatory parties on this the 1st day of June, 2025, and in testimony thereof we do hereby set our hands and cause to be affixed our signatures.

Rankin County Sheriff's Office

Mayor, Board of Alderman and
Alderwoman

Sheriff Bryan Bailey
Rankin County Sheriff

Printed Name: _____

Title: _____