

**Memorandum of Understanding
United Way of West Central Mississippi
and
City of Vicksburg**

This **Memorandum of Understanding** (MOU) establishes the terms and understanding between the United Way of West Central Mississippi (“United Way”) and City of Vicksburg (“City”) to provide an in-kind donation for the *Shop with a Cop* initiative.

I. Background

United Way of West Central Mississippi (hereinafter “United Way”) is a 501 (c) (3) non-profit corporation that improves the Vicksburg-Warren County community through partnerships with governmental agencies and local business to create opportunities for citizens to live healthy, healthy, productive and fulfilling.

II. Purpose/Responsibilities

United Way desires to enter into a joint community outreach effort with the City of Vicksburg (hereinafter “City”) by and through the Vicksburg Police Department (hereinafter “VPD”) to sponsor *Shop with a Cop* initiative to be held on December 10, 2026 at Walmart located at 2150 Iowa Blvd, Vicksburg, Mississippi 39180, to engage the community and provide outreach to assist with providing services to needy families and children in the Vicksburg community.

United Way will serve as the fiscal partner by collecting and managing any and all monetary donations received from sponsors and community members to support this initiative. Any collected funds will be used to support the Shop with a Cop initiative. United Way will assist with coordinating family referrals to ensure an equitable distribution of resources.

The City, by and through VPD, will identify participating officers, coordinate the event logistics, and engage directly with the children and families during the shopping event. VPD will not handle or distribute any donated funds or gift cards but primarily provide community engagement and outreach.

III. Funding

This is not a commitment of funds; rather, **this is a commitment of in-kind services in the amount of \$2,500.00** for designated officers of the Vicksburg Police Department to assist with the *Shop with a Cop* initiative by coordinating the event’s logistics with United Way staff members and engaging directly with families and children during the event. In lieu of providing a cash match, the City finds that it would be beneficial to provide an in-kind match by providing the services of the designated police officers and a further in-kind donation for the use of the Motorcoach/Bus for this event.

IV. Authority

Pursuant to Mississippi Code Annotated Section 21-19-65, the City is authorized to provide matching funds for the purpose of supporting social and community service programs. In lieu of providing funds, the City finds it would be beneficial to provide an in-kind match by providing services.

V. Duration

This MOU is at-will and may be modified by mutual written consent of authorized officials from either the United Way or City of Vicksburg. This MOU shall become effective upon the

execution of the MOU by the duly authorized representatives of the City and United Way and will remain in effect until modified or terminated by any one of the partners by mutual written consent. In the absence of mutual agreement by the authorized officials from the United Way or City this MOU shall end on December 31, 2026.

VI. Contact Information

City of Vicksburg
Willis Thompson, Mayor
1401 Walnut Street
Vicksburg, Mississippi 39180
601-636-3411 (office)

United Way of West Central Mississippi
Michele Connelly, Executive Director
902 South Street
Vicksburg, Mississippi 39180
601-636-1733 (office)

VII. Governing Law

All activities within the scope of this MOU must comply with any and all regulations governed by federal, state, and local laws. The laws of the State of Mississippi shall govern this MOU. The Courts located in Warren County, Mississippi shall have exclusive jurisdiction of any dispute between the parties.

VIII. Use of City Logo

Based upon the in-kind donation, United Way is permitted to use the City's seal and logo in the promotion of these events. The use of each party's logo is permitted for advertising and marketing purposes to promote the program and does not obligate the City to any additional terms and conditions beyond the MOU.

IX. Indemnity and Hold Harmless

United Way agrees to indemnify and hold the City of Vicksburg and its employees harmless from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fee, resulting from any acts or omissions that occur during the event by any employees, contractors, invitees, attendees or other affiliated third parties; provided however, United Way shall not be liable for any claims, actions, suits, causes of action or demands, court costs and attorney's fees arising out of a willful or negligent act or omission by the City or its officers, agents, servants and employees.

X. Waiver

The waiver by City of any breach by United Way of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by United Way.

XI. Captions

Captions to and headings of the Paragraphs and Sections of this Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

XII. Amendments

This Agreement represents the entire agreement between the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement, and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

XIII. Severability

To the extent this Agreement may be construed as to any portion to be violative of any state,

federal, or local ordinance, statute, law, or regulation, now or in the future, the balance hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have absolutely executed this Agreement on this the 1st day of June , 2026.

CITY OF VICKSBURG

BY: _____
WILLIS THOMPSON, MAYOR

UNITED WAY OF WEST CENTRAL MS:

BY: 
MICHELE CONNELLY
EXECUTIVE DIRECTOR