



February 20, 2013

Sheriff Randy Tucker
Madison County Sheriff's Department
2941 Highway 51
Canton, Mississippi 39046

RE: Memorandum of Understanding Between Madison County Sheriff's Department, Madison Police Department, and Ridgeland Police Department

Dear Sheriff Tucker:

The Mayor & Board of Aldermen approve the above referenced Memorandum of Understanding during the meeting on Tuesday, February 19, 2013. I am enclosing the original document for your signature and request that you forward the document to Mr. Arthur Johnston for approval by the Madison County Board of Supervisors.

Should you have any questions please feel free to contact me directly.

Sincerely,

Paula W. Tierce, PHR
City Clerk

/pwt

Cc: Chief Jimmy Houston

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr -- human resources director/city clerk

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

A MEMORANDUM OF UNDERSTANDING

FOR TACTICAL AND OTHER LAW ENFORCEMENT SERVICES BY AND BETWEEN *MADISON COUNTY SHERIFF'S OFFICE "MCSO", MADISON POLICE DEPARTMENT "MPD"* *AND RIDGELAND POLICE DEPARTMENT "RPD"*

WHEREAS, it is in the best interest of the citizens of Madison County for the *Madison County Sheriff's Office "MCSO", Madison Police Department "MPD"* and *Ridgeland Police Department "RPD"* to enter into a multi-jurisdictional response agreement to provide for tactical and other emergency law enforcement services upon request; and

WHEREAS, the three Jurisdictions may obtain more effective and efficient law enforcement services when Madison County Law Enforcement Officers cooperate with and assist each other in providing said services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the *MCSO*, *MPD* and the *RPD* agree as follows:

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the Police Departments of Madison *and Ridgeland* and the Sheriff Department of *Madison County*.
2. "Requesting Agency" means an Agency requesting emergency police services or assistance pursuant to this Agreement or any law enforcement agency or municipality within the State of Mississippi or surrounding states.
3. "Responding Agency" means an Agency providing emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of bodily harm, or a situation requiring tactical response.
5. "Jurisdiction" of the Agency shall be as follows:
 - a. City of Madison means the corporate limits of said City.
 - b. City of Ridgeland means the corporate limits of said City.
 - c. Madison County means within the incorporated and un-incorporated limits of said County.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND ASSISTANCE

The Sheriff of Madison County, Chief of Police of the City of Madison and/or the Chief of Police of the City of Ridgeland, or designee(s), shall be responsible for receiving requests for emergency police services and assistance in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request police emergency police services or assistance from other Agencies.
2. The requesting Agency shall specify the type of emergency police service or assistance, which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the emergency police services or assistance requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.

C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the requesting Agency's head or designee.

D. LIABILITY

The statutes and case law of the State of Mississippi shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person or property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

E. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

F. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the *(City Name)* and the *(City Name)*.

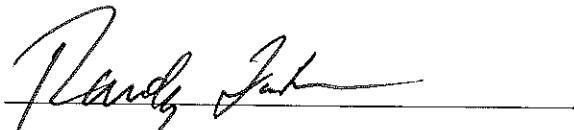
G. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the *MCSO*, *MPD* and *RPD*.

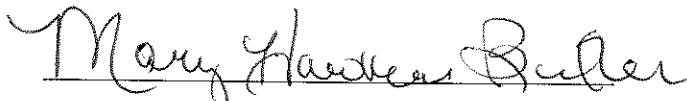
I. GOVERNING LAW This Agreement shall be construed in accordance with the laws and Constitution of the State of Mississippi.

IN WITNESS WHEREOF, the Madison County Board of Supervisors, The City of Madison Mayor and Board of Alderman and The City of Ridgeland Mayor and Board of Alderman have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.


President, Madison County Board of Supervisors



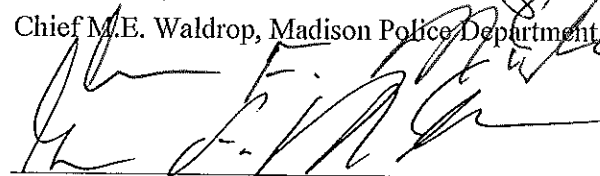
Sheriff Randy Tucker, Madison County Sheriff's Office



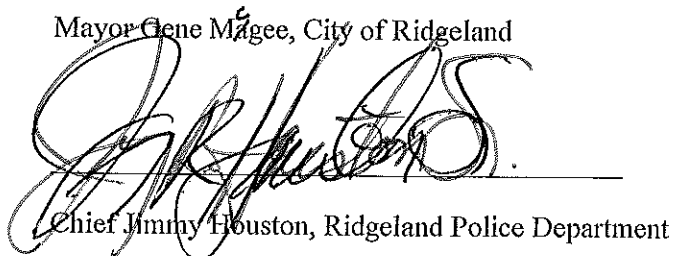
Mayor Mary Hawkins Butler, City of Madison



Chief M.E. Waldrop, Madison Police Department



Mayor Gene Magee, City of Ridgeland



Chief Jimmy Houston, Ridgeland Police Department