



To: Whom It May Concern

From: Henry Upshaw

Date: March 25, 2022

Re: **MOU Presentation**

To Whom It May Concern,

Attached is a copy of the MOU which is being presented to the organizations that we serve. It formalizes the current guidelines we follow as we interact with different counties, parishes and municipalities. It will protect your organization as well as ours from any unanticipated costs or inconveniences.

Please pay particular attention to the endorsement page. We understand that the leadership structure of each organization is different. Please amend the endorsement page as necessary in order to fit your agency and then return it for the approval of our legal team. We will then return the endorsement page to you for your endorsement before you return it to us for our endorsement. A copy will be returned to you for your files and we will keep the original here in Adams County.

Hopefully this document will make it easier for both the Detention Center and your organization to conduct business.

Sincerely,

Henry Upshaw
Administrator, Adams County Juvenile Detention Center.

MEMORANDUM OF UNDERSTANDING TO HOUSE DETAINEES FROM
MADISON COUNTY MISSISSIPPI IN THE
ADAMS COUNTY JUVENILE DETENTION CENTER

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 between the BOARD OF SUPERVISORS OF ADAMS COUNTY, STATE OF MISSISSIPPI (“Adams County”), acting on behalf of the ADAMS COUNTY JUVENILE DETENTION CENTER (the “Center”), and the county of MADISON, Mississippi (“MADISON County”).

RECITALS

- A. Adams County owns and the Judge operates the Adams County Juvenile Detention Center.
- B. The Center may, from time to time, have available beds which are not occupied by Adams County detainees.
- C. In order to make the most efficient use of the Center, Adams County may from time to time, lease the Center's vacant beds for the confinement of detainees from other counties within the state of Mississippi on a space available basis. The Center will give preference to detainees from Adams County, Mississippi except as otherwise provided by law.
- D. The parties are authorized by the provisions of Section 47-1-39 of the Mississippi Code Annotated of 1972, as amended, to enter into contracts for the performance of functions provided for herein.
- E. The parties desire, by this writing, to set forth their understandings and agreements regarding the limitations on detainees the Center will accept, and the terms and conditions of the Center's provision of services to MADISON COUNTY detainees.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual premises and undertakings herein set forth, the parties agree and follows:

1. **Criteria for Acceptance of MADISON COUNTY Detainees.** The Center reserves the right to not accept a detainee from MADISON COUNTY at any time, for any reason. Generally, the Center will accept or reject a detainee from MADISON COUNTY based on the following criteria:
 - a. Whether space is available at the Center.
 - b. Whether the detainee suffers from physical or mental health problems requiring care beyond the abilities of the Center and Adams County to provide within the Center.
 - c. All potential detainees must be symptom free ref. any prevailing pandemic.

The Center may review the files of any detainee prior to acceptance to determine the following:

- a. Current Charges;

- b. History of incidents while detained;
- c. Medical and mental health history;
- d. Reason for transfer if from another facility or treatment center;
- e. History of endangering or attacking staff and other detainees;
- f. Delinquent history;
- g. Prior classification as an adult

MADISON COUNTY will be responsible for maintaining and monitoring the custody status of all MADISON COUNTY detainees. The Center will hold MADISON COUNTY detainees as courtesy holds and will not track the detainees court status, detention status, mittimus or any status regarding the detainee's custody, except to release the detainee upon written notification by MADISON COUNTY. It will be the responsibility of MADISON COUNTY to ensure that legally acceptable charging documents and and/or warrants have been received by the Center prior to transporting detainees to the Center. MADISON COUNTY will provide transportation and court services for all MADISON COUNTY detainees. It shall be the responsibility to of MADISON COUNTY to ensure that all status offenders do not exceed the time limitations prescribed by law or provide a valid court order for their detention. MADISON COUNTY shall ensure that all detention hearings or waivers are executed in a timely manner. It is also advisable for MADISON COUNTY to call the Center to check for the availability of a bed. During the time of any active pandemic, all potential detainees must be screened for symptoms prior to transport to the center.

2. **Responsibility for Care, Custody and Control.** The Center shall have all authority necessary for the care custody and control of MADISON COUNTY detainees while the detainees are within the Center, after such detainees have been accepted by the Center. Acceptance of the detainee shall occur only after the Center and MADISON COUNTY have completed and executed the Acceptance of Detainee form attached hereto as Exhibit "A" and incorporated herein by reference. Upon such acceptance, MADISON COUNTY detainees will be subject to all of the Center's rules and regulations as they may currently exist and as they may be subsequently adopted or amended.
3. **Detainees Who Offend While In Custody.** Detainees who offend while in the custody of the Center will be subject to an adjudication hearing in Adams County Mississippi. If the detainee is adjudicated delinquent, he/she will be returned to the custody of his/her home county for a dispositional hearing. The offender's home county will then be responsible for any additional detention days arising from the said dispositional hearing.
4. **Return Policy.** The Center reserves the right to return any inmate to MADISON COUNTY at any time and for any reason at the sole expense of MADISON COUNTY, whereupon MADISON COUNTY will be responsible for housing the detainee at another facility. Likewise, MADISON COUNTY may retrieve a detainee at any time and for any reason. Generally, the Center will return detainees under the following circumstances:
 - a. The detainee completes his or her sentence
 - b. The detainee becomes a management problem for the Center

- c. The detainee receives new criminal charges or convictions which would reclassify the detainee as an “adult”.

5. Daily Rate. The Daily Rate charged to MADISON COUNTY for the confinement of one detainee will be \$170.00 dollars per day. The day that the Acceptance of a Detainee Form is signed will be charged as one full day. An additional day will be charged every twenty-four hours thereafter. In the event that a detainee is booked in and released within the same day, MADISON COUNTY will be charged for one day.

6. Services Provided. In consideration of the daily rate, the Center will provide the following services and supplies that it also provides to Adams County detainees to MADISON COUNTY detainees.

- a. Security, housing and control within the Center;
- b. Meals;
- c. Common over the counter medications;
- d. Uniforms;
- e. Bedding and linens;
- f. Use of recreational library;
- g. Use of the center's recreational amenities;
- h. Detainee visitation;
- i. Participation in detainee programs;
- j. Medical assessment; and
- k. Mental health assessment.

7. Billable Services. The Center will provide the following necessary services to MADISON COUNTY detainees at the discretion of the Center and MADISON COUNTY will be responsible for paying for or reimbursing the Center for these services in an amount equal to the Center's cost of providing or obtaining the services:

- a. Emergency medical and dental care including but not limited to emergency medical transportation and emergency room services;
- b. Mental health crisis intervention services;
- c. Any other services not expressly mentioned in Paragraph 2 hereof and which the Center would provide to any other detainee;

If a MADISON COUNTY detainee requires hospitalization for a period greater than four

hours, MADISON COUNTY will be given the option of providing security for the detainee or paying the expenses incurred by Adams County for providing those security services. MADISON COUNTY will provide the Center with a twenty-four-hour contact number so that arrangements can be made should this situation arise.

MADISON county or the detainee's family shall be responsible for all prescription medication.

- 8. Billing Procedures.** MADISON COUNTY will be billed on a monthly basis for the Daily Rate for each detainee for each day at the Center, as calculated in Paragraph 4 hereof. At the same time, MADISON COUNTY will be billed for all Billable Services, as detailed in Paragraph 5 hereof. MADISON COUNTY shall have thirty days from the date of the monthly bill to remit payment to Adams County.
- 9. Notification.** The Center shall notify MADISON COUNTY in the event of the circumstances listed below:

 - a. Death of a detainee;
 - b. Escape of a detainee;
 - c. Serious injury or illness of a detainee;
 - d. Acute mental health crisis of a detainee;
- 10. Termination.** This agreement may be terminated by either party with or without cause at any time upon providing 30 days written notice to the other party.
- 11. General Provisions.**

 - a. If any provision of this Agreement is determined by a court of law having jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof be severable.
 - b. The terms and conditions contained herein shall be governed by and controlled in accordance with the applicable laws of the State of Mississippi.
 - c. No party shall assign its rights or obligations hereunder without the express written consent of the other party, provided, however, that such consent shall not be unreasonably withheld or delayed.
 - d. All and provisions and covenants of this Agreement by or on behalf of any party hereto shall bind and inure to the benefit of the respective successors and assigns of the parties.
 - e. This agreement is the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties as to the subject matter of this agreement. No representation, warranty,

covenant, agreement or condition not expressed herein shall be binding upon the parties or change or restrict the provisions of this Agreement. This Agreement may be amended only by the written agreement of both parties.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the day and year first above written.

MADISON COUNTY, MISSISSIPPI

BY: _____
President Board of Supervisors
MADISON COUNTY

ATTEST:

MADISON County Clerk

Approved:

Youth Court Judge,
MADISON COUNTY

BOARD OF SUPERVISORS OF ADAMS
COUNTY, MISSISSIPPI

BY: _____
Wes Middleton, President

ATTEST:

BRANDI LEWIS, CLERK

Approved:

Walt Brown, Youth Court Judge
Adams County, Mississippi