

**AGREEMENT BETWEEN THE MADISON COUNTY SCHOOL DISTRICT,
THE MADISON COUNTY SHERIFF’S DEPARTMENT,
AND THE MADISON COUNTY BOARD OF SUPERVISORS
FOR PROVISION OF LAW ENFORCEMENT OFFICERS**

The Madison County School District, by and through its governing authority, the Board of Education (“District”), the Madison County Sheriff’s Office (“MCSO”), and Madison County, Mississippi, by and through its governing authority, the Board of Supervisors (“County”) enter into this Agreement relating to the provision of law enforcement officers from the MCSO to provide additional police protection for schools within the District, and recite as follows:

WHEREAS, the District wishes to utilize Law Enforcement Officers Training Academy-certified police protection at schools, school events, and elsewhere; and

WHEREAS, the parties mutually agree that such services will be beneficial to the District and County and will provide safety for the District, its students, and the community; and

WHEREAS, the District, the MCSO, and the County wish to cooperate so as to provide for additional police protection for schools within the District subject to this Agreement; and

WHEREAS, the parties wish to enter into this Agreement as authorized and permitted by Miss. Code § 21-19-49; and

WHEREAS, the District does affirm, by the signature of its representative on this document, that the Board of Education for the District has appropriately voted to enter into this Agreement; and

WHEREAS, the MCSO does affirm, by the signature of the Madison County Sheriff on this document, that the MCSO agrees to enter into this Agreement; and

WHEREAS, the County does affirm, by its representative’s signature on this document, that the Board of Supervisors for the County has appropriately voted to enter into this agreement.

NOW, THEREFORE, in and for the considerations set forth above, the parties do hereby agree as follows:

1. Services:

- a. At the request of the District, and under the terms and conditions further described below, the MCSO shall provide to the District Law Enforcement Officers Training Academy-certified deputies (“Officers”).
- b. The District shall provide to the MCSO the dates, times, and locations for which Officers are requested.
- c. While on assignment to the District, Officers shall abide by all District policies and directives while determining themselves the specific means, methods, and details of the work and services provided.
- d. Officers shall provide law enforcement services while on assignment to the District, including but not limited to: (1) building and student safety; (2) event safety; and (3) traffic direction and control.

2. Payment:

- a. Officers shall log and track time spent while on assignment to the District, and report said time to the MCSO. Such time shall not include the time spent traveling to or from District assignments.
- b. The District may, at its sole option, independently track the time spent by Officers while on assignment to the District.
- c. On or before the fifteenth day of each month, the County shall provide to the District, in a manner mutually agreed upon, a statement itemizing the time spent by Officers on

assignment to the District, including the names of the Officers assigned, and for each the date, time, and place of the assignment(s).

- d. The District will reimburse the County for the time spent by Officers on assignment to the District on a monthly basis, not later than thirty day after delivery by the MCSO of documentation required under paragraph 2(c) of this Agreement.
- e. The County shall charge the District for the Officers at their actual rate per hour paid by the County, whether regular time or overtime, and also including amounts for Social Security, Medicare, and PERS taxes and costs, but expressly excluding costs of health insurance.

3. Nature of the relationship:

- a. Nothing in this Agreement shall be construed to form any agency relationship between any of the parties executing this Agreement. Further, nothing in this Agreement shall be interpreted to impute the actions of one party of this Agreement to the other.
- b. All employees of the County or MCSO shall be, at all relevant times, solely employees of the County or MCSO and not employees of the District. There is no employer-employee relationship between the District and employees of the County or MCSO, whether assigned to District work as contemplated in this Agreement or not.
- c. All payment to Officers for services rendered pursuant to this Agreement shall be made exclusively by the County, not the District. The District shall have no obligation to make any payments to Officers, for overtime or any other purpose or reason whatsoever.

- d. The District may request the assignment of Officers for specific times and locations; however, control and direction over the performance of services at said specific place and time shall be exercised exclusively by the MCSO.
 - e. The County or MCSO shall provide any and all tools, supplies, uniforms, and other things needed by its employees to provide the services that are the subject of this Agreement.
4. Miscellaneous provisions:
- a. Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a traceable commercial delivery service including Federal Express, UPS, Airborne or the equivalent, to the other party, with postage prepaid, or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.
 - b. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.
 - c. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.
 - d. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not

violate or constitute an event of default under the terms or provisions of any Agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

- e. The term of this Agreement shall be three (3) years from the date of the last signature, subject to renewal by the parties mutually at or prior to expiration.
- f. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by each party, and signed by each party's authorized representative.
- g. This Agreement may be executed in counterparts and at separate dates and/or times.
- h. This Agreement shall constitute the entire agreement between the parties, unless modified in writing and executed by County and District; it is agreed that there are no verbal or written agreements pertaining to the subject matter hereof.

WITNESS the signature of the parties hereto after first being approved by the respective governing authorities.

MADISON COUNTY SCHOOL DISTRICT

BY: _____
WAYNE JIMENEZ—PRESIDENT
BOARD OF EDUCATION

DATE: _____

ATTEST: _____

MADISON COUNTY, MISSISSIPPI

BY: _____
TREY BAXTER—PRESIDENT
BOARD OF SUPERVISORS

DATE: _____

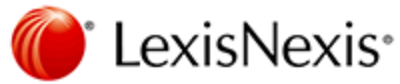
ATTEST: _____
RONNY LOTT, CHANCER CLERK

MADISON COUNTY SHERIFF’S OFFICE

BY: _____
RANDY TUCKER, SHERIFF

DATE: _____

ATTEST: _____



User Name: Katie Bryant Snell

Date and Time: Thursday, May 30, 2019 3:37:00 PM CDT

Job Number: 89913503

Document (1)

1. [Miss. Code Ann. § 21-19-49](#)

Client/Matter: -None-

Search Terms: Miss. Code § 21-19-49

Search Type: Natural Language

[Miss. Code Ann. § 21-19-49](#)

Current through the 2019 Regular Session, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. The final official version of the statutes affected by 2019 legislation will appear on Lexis Advance in September 2019.

Mississippi Code 1972 Annotated > *Title 21. Municipalities (Chs. 1 — 47)* > *Chapter 19. Health, Safety, and Welfare (§§ 21-19-1 — 21-19-69)*

§ 21-19-49. Appropriation of funds or conveyance of buildings and property to school districts by local governments; contracts for provision of additional police protection for schools; off-duty law enforcement officers authorized to use public uniforms and equipment for school security purposes; municipalities authorized to donate to public school districts for certain purposes.

(1) The governing authority of any municipality or the board of supervisors of any county are hereby authorized and empowered to appropriate money or dedicate and convey municipally-owned buildings and property or county-owned buildings and property, as the case may be, to the school district or districts situated within that municipality or county for the purpose of erecting, purchasing or otherwise providing the school building or a site for such school building of such school district, in cases where the governing authority or board of supervisors are of the opinion that the location of such school building within the corporate limits of the municipality or the county, or in close proximity thereto, will be of special benefit to the inhabitants of the municipality or county.

(2) Municipalities, municipal police departments and the sheriffs' departments may contract with the school board of any school district to provide additional Law Enforcement Officers Training Academy-certified police protection to said school district on such terms and for such reimbursement as the school district and the entity may agree in their discretion.

(3) The governing authority of any municipality or the board of supervisors of any county may allow off-duty municipal or county law enforcement officers who are hired individually for security purposes by the school district or districts within that municipality or county to use municipal or county law enforcement uniforms and equipment during such off-duty employment.

(4) The governing authority of any municipality, in its discretion, may donate funds, equipment or in-kind services to any school district located within the boundaries of the municipality to assist the voluntary character development or public service programs of that school district.

History

Codes, 1930, § 2553; 1942, § 3374-156; Laws, 1928, Ex. ch. 39; Laws, 1950, ch. 491, § 156; Laws, 1996, ch. 520, § [1](#); Laws, 2000, ch. 359, § [1](#); Laws, 2005, ch. 379, § [1](#), eff from and after July 1, 2005.

Annotations

Notes

Amendment Notes —

The 2000 amendment added (3).

The 2005 amendment added (4); and made minor stylistic changes.

Opinion Notes

OPINIONS OF THE ATTORNEY GENERAL

A municipality or county may donate money to a school district for the purpose of erecting, purchasing, or otherwise providing a school building or the site for a school building; however, there is no authority by which a municipality or county may donate money to a nonprofit organization designed to receive contributions from individuals and businesses and make grants to schools and teachers. 1998 Miss. Op. Att'y Gen. 602.

The governing authorities of a municipality do not have authority to donate funds to a public school district for athletic lockers. 2000 Miss. Op. Att'y Gen. 701.

No statutory authority can be found which would permit school employees to search a student vehicle that is parked on a city street, to designate parking on a city street or to control traffic flow of a city street; however, a school district and a city may enter into an interlocal agreement for the provision of traffic control, and city and county law enforcement agencies are authorized to contract with school districts for the provision of police protection. 2003 Miss. Op. Att'y Gen. 334.

[Section 21-19-49\(3\)](#) does not authorize the governing authorities of a city to allow off-duty municipal police officers to utilize municipal law enforcement uniforms and equipment during off-duty security employment with a community college. 2006 Miss. Op. Att'y Gen. 55.

Research References & Practice Aids

Cross References —

Municipalities exercising eminent domain for school purposes, see § [21-37-47](#).

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