

5-11-22 To Barry to send
for other signatures.

**MADISON COUNTY SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR SESSION**

SUPERINTENDENT'S RECOMMENDATION FORM

SUBJECT: Contract Renewal
Madison County Sheriff's Department and
Madison County Board of Supervisors

KC

DATE PREPARED: April 26, 2022

BOARD MEETING DATE: May 9, 2022

EXECUTIVE SUMMARY: Approval needed for the attached renewal agreement.

Renewal Term: July 16, 2022 – July 15, 2025

Contract Administrator: Barry McKenzie

Barry McKenzie 4/28/22
Finance Director Date

RECOMMENDATION:
THE SUPERINTENDENT RECOMMENDS SCHOOL BOARD APPROVAL.

ACTION TAKEN: (CHECK ONE)

☒ Approved as Requested

a(2)

Madison Co. School Board
APPROVED

MAY 09 2022

☐ Approved with Changes

☐ Disapproved—Reason: _____

☐ Tabled—Additional Action Required: _____

RENEWAL AGREEMENT

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

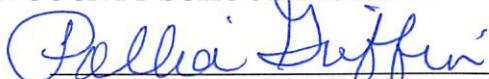
THIS RENEWAL AGREEMENT by the Madison County School District, by and through its governing authority, the Board of Education ("District"), the Madison County Sheriff's Office ("MCSO"), and Madison County, Mississippi, by and through its governing authority, the Board of Supervisors ("County") enter into this Renewal Agreement relating to the provision of law enforcement officers from the MCSO to provide additional police protection for schools within the District.

Section 4 (e) of the initial interlocal agreement states: *The term this Agreement shall be three (3) years from the date of the last signature (July 15, 2019), subject to renewal by the parties mutually at or prior to expiration.* This Renewal Agreement is constituted by the initial interlocal agreement. The parties agree to renew the agreement with no changes to the initial interlocal agreement for three additional years, **effective July 16, 2022, through July 15, 2025.**

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

MADISON COUNTY SCHOOL DISTRICT

BY:

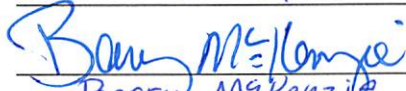


DR. POLLIA GRIFFIN – PRESIDENT
BOARD OF EDUCATION

DATE:

5 - 9 - 22

ATTEST:



Barry McKenzie
Finance Director

PRINT NAME AND TITLE

MADISON COUNTY, MISSISSIPPI

BY:

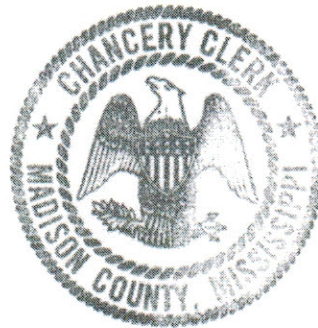
Paul Griffin
PAUL GRIFFIN - PRESIDENT
BOARD OF SUPERVISORS

DATE:

4/18/22

ATTEST:

Ronny Lott, Chancery Clerk
by: Mark K. D. Lott
Ronny Lott, Chancery Clerk
PRINT NAME AND TITLE



MADISON COUNTY SHERIFF'S OFFICE

BY:

Randy Tucker
RANDY TUCKER - SHERIFF

DATE:

4/26/2022

ATTEST:

LeeAnn H. Sanders
LeeAnn H. Sanders, Admin Assist.
PRINT NAME AND TITLE

**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.

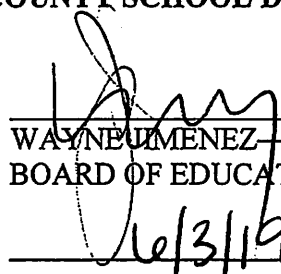
WITNESS the signature of the parties hereto after first being approved by the respective governing authorities.

MADISON COUNTY SCHOOL DISTRICT

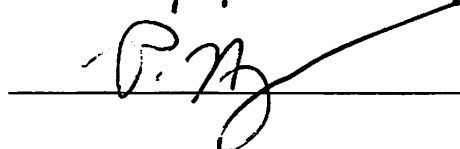
BY:


WAYNE MENEZ - PRESIDENT
BOARD OF EDUCATION

DATE:

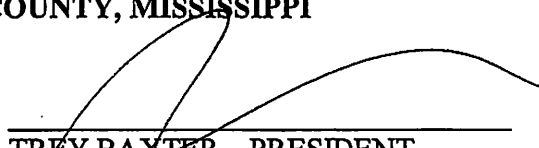

6/3/19

ATTEST:



MADISON COUNTY, MISSISSIPPI

BY:


TREY BAXTER—PRESIDENT
BOARD OF SUPERVISORS

DATE:

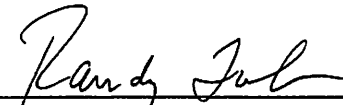
6/3/19

ATTEST:


RONNY LOTT, CHANCER CLERK

MADISON COUNTY SHERIFF'S OFFICE

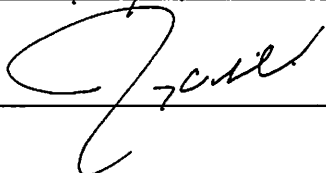
BY:


RANDY TUCKER, SHERIFF

DATE:

7/15/19

ATTEST:


J. CASE

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 3, 2019

Holmes S. Adams, Esquire
Attorney for Madison County School District
1018 Highland Colony Parkway, Suite 800
Ridgeland, Mississippi 39157

Re: Interlocal 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

Dear Mr. Adams:

OFFICIAL OPINION

Attorney General Jim Hood received your request to review and approve the above referenced interlocal agreement (the Agreement).

Section 21-19-49(2) of the Mississippi Code specifically authorizes sheriff's departments to contract with any school district to provide additional law enforcement officers training academy-certified police protection to the school district on such terms and for such reimbursement as the school district and the sheriff's department may agree in their discretion. Therefore, the Agreement is approved.

Since the Agreement is statutorily authorized, it is not necessary to file it with the Madison County Chancery Clerk or the Secretary of State nor is there a need to submit such agreements to this office pursuant to the Interlocal Cooperation Act of 1974 in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Carter".

Phil Carter
Special Assistant Attorney General

Enclosure