

**LOCAL COOPERATION AGREEMENT AMONG THE CITY OF  
OXFORD, MISSISSIPPI, AND THE OXFORD SCHOOL DISTRICT  
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is entered into as of the date shown at the end of this agreement by the City of Oxford, Mississippi, a municipality duly authorized, established and existing under the laws of the State of Mississippi (the "City"), and the Oxford School district, a separate municipal school district authorized, established and existing under the laws of the State of Mississippi (the "District") (collectively, the "Parties"). This Agreement is entered in accordance with the provisions of Section 17-13-1 *et seq.* of the Mississippi Code of 1972, Annotated, as amended ("Interlocal Cooperation Act of 1974").

WHEREAS, the Interlocal Cooperation Act of 1974 authorizes any two or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out power, authority, or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, the City and the District are local governmental units as defined by MISS. CODE ANN. § 17-13-S (a) and are each governed by a Governing Authority as defined by MISS. CODE ANN. § 17-13-S (b); and

WHEREAS, the City has the authority to provide police protection and to receive and spend funds related to the provision of such police protection; and

WHEREAS, the City and the District have each found that there is a need for uniformed police officers ("School Resource Officers") to patrol the buildings and grounds of the District, to deter crime at the schools, to assist the District if a crime occurs on school property or at a school event, and to assist in providing educational training when requested to do so by the District; and

WHEREAS, the City and District desire to cooperate and work with each other to retain School Resource Officers whose primary responsibilities will be to patrol the buildings and campuses of the District and be on duty at certain extracurricular school functions and will also perform the regular duties required of an Officer of the City's Police Department.

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act of 1974, MISS. CODE ANN. §§ 21-19-49 and 37-7-321, the approval of the City's Board of Aldermen by resolution entered on its minutes dated June 18, 2019, and the approval of the District's Board of Trustees by resolution entered on its minutes \_\_\_\_\_, the parties do hereby adopt this Agreement:

#### **SECTION I. GENERAL PROVISIONS**

This agreement (the "Agreement") is entered in accordance with the authorization of the Interlocal Cooperation Act of 1974 as it now appears. All provisions set forth in the Act are incorporated herein and made a part hereof. It is the intent of the parties to this Agreement that such authority as is granted by the Act shall be exercisable by the Parties to enable them to accomplish the purposes of this Agreement.

#### **SECTION II. PURPOSE**

The purpose of this Agreement is to provide authority for the City to receive monetary contributions from the District to assist in funding the positions of School Resource Officers to be assigned for duty with the District. This Agreement is also made to provide authority for the City to assist in providing such funding and to appoint certain employees of its Police Department ("the Department") as School Resource Officers ("SROs") in the District's various schools.

### **SECTION III. AUTHORITY**

MISS. CODE. ANN § 21-21-3 authorizes the City to provide police protection. MISS. CODE ANN. § 37-7-321 authorizes the District to appoint security personnel and to enter into interlocal agreements for the provision of law enforcement duties. MISS. CODE ANN. § 21-19-49 authorizes the City to contract to provide police protection to the District on such terms and for such reimbursement as the Parties agree. This Agreement does not afford the Parties any authority, power, or responsibility they do not otherwise possess.

This Agreement shall be submitted to the Attorney General of this State for a determination of whether the Agreement is in proper form and compatible with the laws of the State pursuant to MISS. CODE ANN. § 17-3-11 and shall become effective upon approval as provided by law. On approval by the Attorney General, or the passing of sixty days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Lafayette County, the Secretary of State of the State of Mississippi, and the State Department of Audit.

### **SECTION IV. DURATION, STAFFING, AND PAYMENT**

#### **A. Duration**

The duration of this Agreement shall be for the period July 1, 2019- June 30, 2020.

#### **B. Staffing**

The City agrees to provide a minimum of one Lead School Resource Officer (Sgt.) and four (4) additional School Resource Officers for a total of (5) five for assignment within the District. Each such Officer shall be certified by the MS Board of Law Enforcement Officers Standards and Training. The City may, in its discretion, assign additional School Resource Officers to the District, subject to the approval of the District's Superintendent or his designee.

Each School Resource Officer shall remain an employee of the City under the direct control and supervision of the City's Chief of Police and within the chain of command of the City's Police Department. The City shall maintain insurance coverage for each School Resource Officer to the same extent it maintains such coverage for its other employees and police officers. The City shall provide fringe benefits, including health insurance and retirement plan enrollment, to School Resource Officers to the same extent it provides such benefits to its other employees and police officers. All of the City's employment policies shall remain in force with respect to School Resource Officers. No School Resource Officer shall accept or be paid any compensation from any source except his or her regular salary and benefits through the City.

The Parties recognize that the duties of a School Resource Officer may require the Officer to be away from his or her assigned campus during the school day. School Resource Officers shall notify the school principal, an assistant principal, or the school office manager any time the Officer leaves his or her assigned campus.

The Parties recognize that, in the event of an emergency or natural disaster, the Chief of Police may order School Resource Officers to perform duties away from their normal on-campus assignments. In the event that such temporary reassignments become necessary, the Lead School Resource Officer or his or her designee will inform the Superintendent of all reassignments. To the extent possible under the circumstances, the City agrees to provide adequate police protection to the District's various campuses during any emergency or natural disaster.

### **C. Payment**

The District agrees to reimburse the City in an amount equal to the salary and fringe benefits paid to the Lead School Resource Officer (Sgt.) and four additional (4) School Resource Officers. The District recognizes that the salary and benefit levels of School Resource Officers

are set according to the policies of the City and its Police Department and may not be altered by the District. In the event that any of the above-named officers are reassigned, the District agrees to reimburse the City for the salaries and fringe benefits of their replacements. The District also agrees to reimburse the City an additional amount not to exceed Five Thousand Dollars (\$5,000.00) as a stipend for the Lead School Resource Officer's service as the school safety coordinator. The City will invoice the District for these expenses on an annual basis. The City will pay all salary, fringe benefits, and expenses associated with any additional School Resource Officer it assigns to the District.

#### **D. Hours and Overtime**

Unless otherwise requested by the Superintendent or the school principal, each School Resource Officer's normal hours of work shall be Monday through Friday, 7:00 a.m. to 4:00 p.m. School Resource Officers may also be requested to attend various District-sponsored events and extracurricular activities at their assigned campuses, at other District property, or in other locations. All such additional assignments shall be approved by the Lead School Resource Officer (Sgt.).

All overtime for School Resource Officers shall be requested and approved according to the City's policies. School Resource Officers may elect to receive "comp time" in lieu of overtime pay as approved by the Lead School Resource Officer, but no School Resource Officer may accumulate more than 480 hours of "comp time." School Resource Officers may use "comp time" or vacation leave when it has been approved by the Lead School Resource Officer, but the Oxford School District would prefer that it be taken when their assigned schools are closed or recessed for holidays in accordance with the City's Leave policy.

The City will compensate School Resource Officers for overtime pay accrued in the

performance of duties that are solely for the City and not for the School District. Otherwise, the District will compensate the City for overtime pay earned for duties performed at District events or functions, only to the extent it is informed in advance that a School Resource Officer has elected to receive overtime pay rather than “comp time.” The City agrees to inform the District of any such election by any School Resource Officer.

## **SECTION V. QUALIFICATION, APPOINTMEN, AND REMOVAL**

### **A. Qualifications**

Each applicant for the position of School Resource Officer:

- should be an officer of the Oxford Police Department with at least three (3) years of experience;
- must be certified by the MS Board of Law Enforcement Officers Standards and Training;
- must complete the Basic SRO Training Class within one year of his or her initial appointment;
- must have the necessary demeanor and communication skills to work with students, parents, and school personnel; and
- must possess such other qualifications and traits as deemed necessary by the City and the District.

Each applicant for the position of Lead School Resource Officer:

- must meet all qualifications required of a School Resource Officer;
- must have served as a School Resource Officer for a minimum of three (3) years;
- must be an officer of the Oxford Police Department with a minimum rank of senior officer; and

- must have supervisory and management experience.

**B. Appointment**

Candidates for School Resource Officer positions shall be interviewed by the City's Chief of Police, the Lead School Resource Officer, and the principal of the school at which the School Resource Officer is to be assigned. No candidate shall be appointed without the approval of the school principal and the Chief of Police.

If the District's Superintendent finds that a School Resource Officer or the Lead School Resource Officer is not effectively performing his or her duties and should possibly be removed from his or her assignment, the Superintendent shall notify the Chief of Police. If the principal of a District school finds that the School Resource Officer assigned to his or her school is not effectively performing his or her duties, he or she shall notify the Lead School Resource Office and the District's Superintendent or his/her designee and detail his or her complaints.

Upon receipt of any such request, the Chief of Police may schedule a meeting with the Lead School Resource Officer, the District's Superintendent, and any other District personnel deemed necessary by both the Superintendent and the Chief of Police in order to attempt to resolve the problem.

If no resolution is reached that is satisfactory to the Chief of Police, the Lead School Resource Officer, and the Superintendent, the Chief of Police will transfer the School Resource Officer from the school and a replacement School Resource Officer shall be sought.

The Chief of Police retains the discretion to reassign any School Resource Officer at any time. The Chief of Police will attempt to avoid reassignments in the middle of a school year. Any School Resource Officer who wishes to be reassigned shall inform the Lead School Resource Officer of that request in writing.

## **SECTION VI. DUTIES AND RESPONSIBILITIES**

### **A. School Resource Officer Duties**

The School Resource Officer shall:

- be familiar with his or her assigned District campus and its administration, staff, students, and faculty.
- take all necessary law enforcement actions and promptly inform the school principal of any such action.
- give assistance to other law enforcement officers in matters related to his or her school assignment(s) whenever necessary.
- act as an instructor for specialized, short term programs at the school as requested by the school principal.
- serve as a guest speaker when requested by the school principal.
- coordinate all of his or her activities with the school principal and affected staff members and seek permission and guidance before enacting any program at the school.
- attend parent/faculty meetings as requested in order to solicit support and understanding of the School Resource Officer program.
- be available to conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information shall not be disclosed except as provided by law or court order.
- make necessary referrals to community agencies offering assistance to students and their families such as: mental health clinics, drug treatment centers, etc.
- assist the school principal and staff in developing plans and strategies to prevent and manage potentially dangerous situations.
- adhere to Oxford Police Department policy with respect to any and all formal police activities.
- assist with lunchroom duties or hall monitoring duties when there is a pattern of crime in an area or when requested by a school principal or assistant principal.
- provide assistance and police protection at school-related events and extracurricular activities.
- conduct student safety and security assessments when deemed necessary and forward the findings to the school principal, the District's Superintendent, and the Chief of Police for corrective actions.



- Assist in day-to-day operations to ensure safe and orderly schools, provided, however that School Resource Officers shall have no authority, duty, or responsibility to enforce the District's disciplinary policies except to the extent a disciplinary infraction separately warrants law enforcement actions.

## **B. Lead School Resource Officer Duties**

The Lead School Resource Officer shall have the same duties as a School Resource Officer, as well as the following duties:

- The Lead School Resource Officer is responsible for the immediate supervision, scheduling, and training of all School Resource Officers.
- The Lead School Resource Officer shall assist School Resource Officer; G.R.E.A.T. Officers, night security officers, and School Safety Officers as needed.
- The Lead School Resource Officer shall promptly notify affected school principals of any changes to the School Resource Officer schedule.
- The Lead School Resource Officer shall maintain an Incident Log and provide monthly reports to the District's Superintendent and the Chief of Police or his designee.
- The Lead School Resource Officer shall approve School Resource Officer reports and monitor all School Resource Officer activity to ensure compliance with all Oxford Police Department policies.
- The Lead School Resource Officer shall serve as liaison to the District. All complaints or problems with a School Resource Officer shall first be brought to the attention of the Lead School Resource Officer through the principal of a District school or the Superintendent or their designee.
- The Lead School Resource Officer shall maintain detailed and accurate records of the operations of the School Resource Officer Program and shall submit any other reports as required by District Staff.
- The Lead School Resource Officer shall notify only the School Superintendent or his/her designee anytime the schools are placed in either a hard or soft lock-down for security purposes.
- The Lead School Resource Officer shall serve as the District's school safety coordinator and shall be responsible for security threat assessment training and active shooter drills as required by law. The District understands and agrees the Lead School Resource Officer may use other available City of Oxford personnel and resources to help fulfill these responsibilities, including but not limited to Emergency Management personnel.

## **C. District Responsibilities**

The District shall:

- Provide each full-time School Resource Officer with:
  - Access to a heated and air-conditioned private office that is properly lighted and contains a telephone which may be used for general business purposes.
  - A desk with drawers, a chair, a lockable file cabinet, office supplies, computer and computer supplies when needed.
  - A school radio.
- Pay SRO Conference (MS Association of School Resource Officers, MASRO) fees, to include registration and hotel.
- Have full responsibility of notifying the general public or parents of any school security measures such as a lock-down.

## **SECTION VII. GENERAL PROVISIONS**

### **A. Extension and Amendment**

This Agreement shall terminate at the end of the 2019-2020 school year unless the Parties both agree to extend it. The Parties may terminate or amend this Agreement earlier, but only with approval of the governing authorities of both Parties. Any amendments must be approved by the Attorney General of the State of Mississippi.

### **B. Approval**

The District and the City have each approved the entering into of this Agreement by resolution entered on the minutes of the governing authorities.

### **C. Laws in Effect.**

Upon approval of this Agreement by the Attorney General of the State of Mississippi, the City and District will be authorized to implement this Agreement; provided, however, all laws in regard to purchases, auditing, depositories and expenditures in general which limit the authority of the City and District shall continue to apply.

### **D. Rights in Effect**

Nothing in this Agreement shall be construed to abridge any of the rights, privileges, and immunities enjoyed by the governmental entities and public officials which are parties hereto.

**E. Severance**

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

**F. Entire Agreement**

The agreements set forth herein constitute the entire agreement by and between the District and City.

**G. Applicable Law**

This Agreement is governed by Mississippi law.

**H. Organization**

This Agreement creates no new board, agency or entity of any kind.

**I. Joint property**

This agreement creates no joint property not existing before its execution.

**J. Liability**

Each Party to this Agreement shall assume responsibility for any acts of negligence which may be attributed to it or its employees or agents, but only to the extent contemplated by MISS. CODE ANN. §§ 11-46-1 *et seq.* of the Mississippi Code of 1972, Annotated, as amended; the Mississippi Tort Claims Act, and any other applicable federal, state, or local laws or regulations. Nothing in this Agreement shall be construed as an obligation by either party to indemnify the other that would not be authorized under applicable law.

WITNESS THE SIGNATURES of the proper officers of each of the Parties on the dates

herein indicated.

OXFORD SCHOOL DISTRICT

\_\_\_\_\_  
By: BRIAN D. HARVEY, SUPERINTENDENT

Date: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BRIAN D. HARVEY, who, being first duly sworn, states under oath that he is the Superintendent of Education of the OXFORD SCHOOL DISTRICT, who acknowledged before me that he signed, sealed and delivered the foregoing INTERLOCAL AGREEMENT for and on behalf of the OXFORD SCHOOL DISTRICT after being first authorized to do so.

GIVEN under my hand and official seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CITY OF OXFORD, MISSISSIPPI

Robyn Tannehill

By: ROBYN TANNEHILL, MAYOR

Date: 6/18/19

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROBYN TANNEHILL, who, being first duly sworn, states under oath that she is the Mayor of the City of Oxford, Mississippi, and who acknowledged before me that she signed, sealed and delivered the foregoing INTERLOCAL AGREEMENT for and on behalf of the CITY OF OXFORD, MISSISSIPPI, after being first authorized to do so.

GIVEN under my hand and official seal of office on this the 19th day of June, 2019.

Taylor Gex Walhoad  
Notary Public

My Commission Expires 6/21/20

