

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Russell, City Clerk  
**Date:** October 31, 2013  
**Subject:** Renewal of the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement between the Cities of Gautier, Pascagoula and Moss Point

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**REQUEST:**

City Council authorization is requested to renew the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement between Gautier Police Department, Pascagoula Police Department and Moss Point Police Department.

**BACKGROUND:**

The Gautier Police Department, along with Pascagoula Police Department and Moss Point Police Department joined forces to create a Multi-Agency Narcotics Enforcement Team in 2012. This was established in order to promote cooperation among the three (3) Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities.

**DISCUSSION:**

This agreement is to be renewed annually unless two (2) or more of the parties wish to withdraw. This agreement for our first year expires November 19, 2014.

**RECOMMENDATION:**

City staff recommends that City Council approve the renewal of our inter-local agreement

**ATTACHMENT(S):**

Inter-Local Agreement

**INTER-LOCAL AGREEMENT FOR THE CREATION OF A MULTI-  
AGENCY NARCOTICS ENFORCEMENT TEAM FOR THE ENFORCEMENT OF  
THE UNIFORM CONTROLLED SUBSTANCES LAW IN THE CITIES  
OF PASCAGOULA, MOSS POINT AND GAUTIER, MISSISSIPPI;  
AND FOR RELATED PURPOSES**

1. **Parties:** Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier) and their respective Police Departments (Agencies).
2. **Purpose:** The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the three Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, which is codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972 (Law), as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities of the participating Agencies.
3. **Authority:** Each City that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise “any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...”.
4. **Enabling Statement:** There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the three Agencies that are signatory hereto the same being the Police Departments of Pascagoula, Moss Point and Gautier.
5. **Effective Date:** The MET created by this Agreement shall become effective and operational within thirty (30) days after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
6. **Duration:** This Agreement shall be in effect for a period of one (1) year commencing November 20, 2013, and ending on November 19, 2014. This Agreement shall be renewed annually thereafter unless two or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Administration:** The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the Agencies that are parties hereto. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the members of the Board shall constitute a quorum for voting purposes.
8. **Organization:** The parties agree that the Pascagoula Agency shall be designated the “Lead Agency” for the MET created pursuant to this Agreement. The parties also agree that the

Pascagoula Police Chief shall have the initial authority to designate a MET Commander from his appointees to the MET. Subsequent, or replacement Commanders, shall be appointed by the Board.

9. **Personnel:** The Chief of the Pascagoula Agency shall appoint two of that Agency's officers to serve on the MET. One of those officers, as noted hereinabove, shall be deemed the "MET Commander". The second in command shall be selected by the Board. The Moss Point and Gautier Chiefs shall each appoint one member of their respective Agencies to serve as members of the MET. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchases of materials and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities.
10. **Disciplinary Procedures:** Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency by whom such member is employed to impose such discipline. Should a majority of the Board consider that such discipline as imposed by the Chief is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.
11. **Equipment:** Each Agency shall furnish its designated officers with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon.
12. **Funding and Financial Management:** The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Pascagoula shall be the City which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the other Cities, which shall remain the property of those Cities. The City Clerk/Comptroller for Pascagoula shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each City that is signatory to this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The City Clerk/Comptroller for Pascagoula shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which City owns each item. All items of equipment and inventory acquired using funds generated by the operation of the MET shall be held by the City of Pascagoula for the mutual benefit of the three Agencies that are signatory hereto.
13. **Purchasing:** The MET shall abide by the purchasing laws of the State of Mississippi for all items to be acquired with MET funds.
14. **Termination:** Participation in the MET by any City or Agency may be terminated at any time by

the passage of a resolution by the governing authorities indicating an intent to withdraw from the MET. Should two or more Cities elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Cities as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET at the time of the dissolution shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City, which funds shall be refunded to that City forthwith. This determination shall be made by the Board at a final meeting thereof to preside over the distribution of MET Assets.

15. **Disclaimer:** It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities, any one of which may terminate its participation as provided hereinabove.
16. **Inter-Agency Cooperation:** The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all police agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.
17. **Location:** The Board, at its first meeting, or as soon thereafter as possible, shall determine the location for the operation of the MET separate and apart from any of the three Agencies which are signatory to this Agreement. Expenses incurred in the procurement of such a location for the operation of the MET shall be the responsibility of the MET and shall be paid from funds generated by MET efforts. In the event that any of the Cities contributes initially to the procurement of the location, then in such event, and as soon as may be practical, such City or Cities shall be reimbursed from the funds generated by the MET for these initial contributions.
18. **Miscellaneous:** For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, or their respective designees.

**Witness** the signatures of the participating parties on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**City of Pascagoula**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Police Chief

\_\_\_\_\_ Date

**City of Gautier**

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Police Chief

\_\_\_\_\_ Date

**City of Moss Point**

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Police Chief

\_\_\_\_\_ Date