CITY OF GAUTIER
MEMORANDUM

To: **Samantha Abell, City Manager**

From: **Dante Elbin, Chief of Police** DE

Date: **May 27, 2014**

Subject: **Renewal Contract for Inter-local Agreement with Multi-Agency Narcotics Enforcement Team**

REQUEST:

City Council authorization is requested to renew the Gautier Police Department's Inter-local Agreement between Pascagoula, Moss Point, Ocean Springs Police Departments and the Jackson County Sheriff's Department for our Multi-Agency Narcotics Enforcement Team.

BACKGROUND:

The Gautier Police Department, along with Pascagoula Police, Ocean Springs Police, Moss Point Police and the Jackson County Sheriff's Department, joined forces to create a Multi-Agency Narcotics Enforcement Team. This was established in order to promote cooperation among the 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 every (2) years unless two or more of the parties wish to withdraw. The agreement will expire July 1, 2016.

RECOMMENDATION:

The City Council approve the renewal of the attached inter-local agreement

ATTACHMENTS:

Inter-Local Agreement Contract

REVISED 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, GAUTIER, OCEAN SPRINGS AND IN JACKSON COUNTY, MISSISSIPPI; AND FOR RELATED PURPOSES

WHEREAS, the South Mississippi Metropolitan Enforcement Team, was created pursuant to an Interlocal Agreement entered by and among cities of Gautier, Moss Point, Pascagoula and a their respective Law Enforcement Agencies, which Agreement went into effect on the _____ day of _____, 20 ; and

WHEREAS, neither the City of Ocean Springs, nor Jackson County were included in the aforesaid Interlocal Agreement; and

WHEREAS, the governing authorities of the City of Ocean Springs and Jackson County have now indicated their willingness to participate in the South Mississippi Metropolitan Enforcement Team pursuant to the terms and agreements set forth hereinbelow:

NOW, THEREFORE, THE CITIES OF PASCAGOULA, MOSS POINT, GAUTIER, OCEAN SPRINGS AND THE COUNTY OF JACKSON, TOGETHER WITH THEIR RESPECTIVE LAW ENFORCEMENT AGENCIES, DO HEREBY COVENANT, CONTRACT AND AGREE AS FOLLOWS:

1. **Parties**: Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier), City of Ocean Springs (Ocean Springs), Jackson County (County), and their respective Law Enforcement 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 five 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 jurisdictions of the participating Agencies.

3. **Authority**: Each party 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 five Agencies that are signatory hereto, the same being the Law Enforcement Departments of Pascagoula,

Moss Point, Gautier, Ocean Springs and Jackson County.

5. **Effective Date**: The MET created by this Agreement shall become effective and operational immediately 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 two (2) years commencing the _____ of June, 2014, and ending on the 1st day of July, 2016. This Agreement shall be automatically 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 municipal Agencies and the Sheriff of Jackson County. 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. Each Board member may designate one individual as an alternate to serve in the place of an absent Board member. The alternate shall be allowed to cast a vote for that Board member on any matters that may come before a meeting of the Board at which the alternate is in attendance. In the event that neither the Board member, nor his alternate, can attend a Board meeting, a second alternate may be sent to the meeting to represent the absent Agency. The second alternate, however, shall not have a vote in any matter coming before the Board.

8. **Organization**: The parties agree that the Pascagoula Agency shall be designated as the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the Pascagoula 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 the Commander (initially), one agent and two interdiction officers to serve on the MET. The Sheriff shall appoint two agents, one interdiction officer, one secretary and one evidence technician to serve on the MET. The Chief of the Moss Point Agency shall appoint one agent and one interdiction officer. The Chief of the Gautier Agency shall appoint one agent and one interdiction officer. The Chief of the Ocean Springs Agency shall appoint one agent and one interdiction officer. Any Agency that fails to meet its minimum personnel requirements for a period exceeding sixty days shall be excluded from any forfeiture proceeds and the handling of any Agency initiated cases until such time as the defaulting Agency meets its minimum personnel

requirements. It is agreed that, while Pascagoula shall furnish the initial Commander, the second in command shall be selected by the Board. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City or County 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 purchase of material 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 the discipline as imposed by such 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 team members 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. In light of the fact that the MET is already in existence under a previous Interlocal Agreement, all assets presently being used by the existing MET will remain in place for use by the MET that is created pursuant to this Agreement. Jackson County will furnish the building for the location and operation of the MET. Jackson County shall also turn over to the MET such vehicles and equipment as deemed necessary for use by the MET, which vehicles and equipment were either purchased by or forfeited to the former Jackson County Task Force.

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 and County, 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 and County, which shall remain the property of those Cities and the County. 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 Agency that is signatory for 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 member of the MET 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 benefit of the Agencies that are signatory hereto. In addition, Jackson County has agreed to turn over to the MET all funds presently held in its operating account from the former Jackson County Task Force. Furthermore, the County has agreed that forfeitures held in the former Jackson County Task Force account, shall be turned over to the MET as the same are released by the Courts.

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 Agency may be terminated at any time by the passage of a resolution by the Agency's governing authority indicating an intent to withdraw from the MET. If a single Agency elects to discontinue participation in the MET, the remaining Board members shall make a determination as to what, if any assets, will be relinquished to the departing Agency. If two or more Agencies 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 Agencies 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 or County, which funds shall be refunded to those governing authorities. This determination shall be made by the Board at the 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 and County. 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 and County, 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**: Location of the MET for all operations pursuant to this Agreement shall be at the former Jackson County Task Force building located on Magnolia Street in the City of Pascagoula. Jackson County has agreed to bear the costs of the utilities associated with that location, and routine maintenance expenses, until such time as

the MET has generated enough funds to be self-sustaining in that regard. As soon as may be practical, the County shall be reimbursed from funds generated by the MET for these expenses.

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, and the Sheriff of Jackson County, or their respective designees.

19. **Prior Agreement**: The Interlocal Agreement previously entered into by and among the cities of Pascagoula, Moss Point and Gautier, and bearing date of _____ shall remain in full force and effect until such time as approval of this present Agreement has been received from the office of the Attorney General for the State of Mississippi, at which time, this Agreement shall supersede and replace the previous Interlocal Agreement referenced hereinabove.

Witness the signatures of the participating parties on this the _____ day of _____, 2014.

City of Pascagoula

SEAL

By:_____ _____
Mayor Date

By:_____ _____
City Clerk Date

By:_____ _____
Police Chief Date

City of Gautier

SEAL

By:_____ _____
Mayor Date

By:_____ _____
City Clerk Date

By:_____ _____
Police Chief Date