

**CITY OF GAUTIER
MEMORANDUM**

**TO: Paula Yancey
Interim City Manager**

**FROM: Dante Elbin
Chief of Police**

DATE: May 12, 2016

**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 Department 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. The team 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 municipalities.

DISCUSSION:

This agreement is to be renewed every (2) two years unless two or more of the parties wish to withdraw. The agreement will expire July 1, 2018.

RECOMMENDATION:

The City Council approve the renewal of the attached Inter-Local Agreement.

ATTACHMENTS:

Inter-Local Agreement

**REVISED INTER-LOCAL AGREEMENT FOR THE CREATION OF A
MULTI-AGENCY NARCOTICS AND INTERDICTION ENFORCEMENT
TEAM FOR THE ENFORCEMENT OF THE UNIFORM CONTROLLED
SUBSTANCES LAWS AND TO COMBAT SMUGGLING ACTIVITIES IN
THE CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS,
PASCAGOULA AND IN THE COUNTY OF JACKSON, MISSISSIPPI;
AND FOR RELATED PURPOSES**

WHEREAS, the South Mississippi Metropolitan Enforcement Team, was created pursuant to an Inter-local Agreement entered by and among the cities of Gautier, Moss Point, Pascagoula and their respective Law Enforcement Agencies, which Agreement went into effect in December, 2013; and

WHEREAS, a Revised Inter-local Agreement was entered into in June of 2014 for the purposes of adding the City of Ocean Springs and Jackson County, Mississippi, to the Inter-local Agreement; and

WHEREAS, the governing authorities of the aforesaid cities and county are interested in expanding the scope of the Inter-local Agreement to include interdiction to combat smuggling activities along major corridors, such as weapons, human trafficking, drugs and/or other, to collect and share intelligence, and to deter criminal activities in the jurisdictions of the participating cities and county; and

NOW, THEREFORE, THE CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS, PASCAGOULA, AND THE COUNTY OF JACKSON, MISSISSIPPI, 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 Gautier (Gautier), City of Moss Point (Moss Point), City of Ocean Springs (Ocean Springs), City of Pascagoula (Pascagoula), and County of Jackson (Jackson 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 Laws, which are codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972, as amended, as well as interdiction enforcement of smuggling activities along major corridors, such as weapons, human trafficking, drugs and/or other, to collect and share intelligence with federal agencies, and to deter criminal activities 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 Gautier, Moss Point, Ocean Springs, Pascagoula, 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 1st of July, 2016, and ending on the 1st day of July, 2018. This Agreement shall be automatically renewed annually thereafter unless three 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, who will be voting members. 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 voting members of the Board, or their designated first alternate, present at the meeting, 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 Jackson County Sheriff's Department shall be designated as the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the current Commander of the MET will be retained. Future, or replacement Commanders, shall be appointed by the Board.
9. **Personnel:** The Chief of the Pascagoula Agency shall appoint two agents and one interdiction officer to serve on the MET. The Jackson County 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. 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. A quorum for any meeting of the Board shall consist of a majority of the voting members, or their designated first alternates, present at the meeting.

The City of Pascagoula will retain its responsibility of Information Technology (IT) for the MET.

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 or Sheriff 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 or Sheriff 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 Inter-local 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.

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. Jackson County shall be the County which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the Cities and County, which shall remain the property of those Cities and the County. The Clerk of the Board of Supervisors for Jackson County 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 Clerk of the Board of Supervisors for Jackson County 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 Jackson County for the benefit of the Agencies that are signatory hereto. Immediately, upon final approval of this agreement the City of Pascagoula will provide an inventory of all the assets under control of the MET with the name of the agency contributing the assets. In addition, within the same time frame, all funds of the MET being held by the City of Pascagoula in the MET's holding account and working account will be transferred to Jackson County for deposit in a holding and working account for the MET. Also, proceeds, vehicles, or other items from forfeitures that are pending involving the MET when this agreement goes into effect shall be transferred to Jackson County once the forfeitures are complete and the appeal times have run.

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 equipment and any unused grant funds said Agency supplied will be returned to them. The remaining Board members shall make a determination as to what, if any other assets, will be relinquished to the departing Agency. If three 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, and with the exception of grant funds which will be returned to the entity which applied for said funds. 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 law enforcement 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.

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 Inter-local Agreement previously entered into by and among the cities of Pascagoula, Moss Point and Gautier, in December, 2013, and amended in June 2014 to add the City of Ocean Springs and Jackson County 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 Inter-local Agreement referenced hereinabove.

Witness the signatures of the participating parties on this the _____ day of _____, 2016.

City of Pascagoula, Mississippi

SEAL

By: _____
Mayor Date

By: _____
City Clerk Date

By: _____
Police Chief Date

City of Gautier, Mississippi

SEAL

By: _____
Mayor Date

By: _____
City Clerk Date

By: _____
Police Chief Date

City of Moss Point, Mississippi

SEAL

By: _____
Mayor Date

By: _____
City Clerk Date

By: _____
Police Chief Date

City of Ocean Springs, Mississippi

SEAL

By: _____
Mayor Date

By: _____
City Clerk Date

By: _____
Police Chief Date

Jackson County, Mississippi

SEAL

By: _____
President, Board of Supervisors Date

By: _____
Clerk of the Board Date

By: _____
Sheriff Date

Approved:

Attorney General Jim Hood

By: _____

Date _____