

Kevin Frye recused himself at this time.

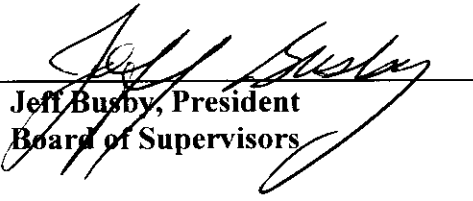
**ORDER: APPROVE METRO INTERLOCAL AGREEMENT WITH THE CITY OF
OXFORD AND THE UNIVERSITY OF MISSISSIPPI**

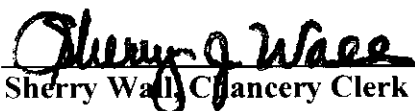
Motion was made by Mike Roberts, duly seconded by Chad McLarty, to approve Metro Interlocal Agreement with the City of Oxford and the University of Mississippi.

The vote on the motion was as follows:

Supervisor Kevin Frye, absent
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 20th day of February, 2018.


Jeff Busby, President
Board of Supervisors


Sherry Wall, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this date by and between Lafayette County, Mississippi, as authorized by the Board of Supervisors of Lafayette County, Mississippi, Lafayette County Sheriff's Department, the City of Oxford, as authorized by the Mayor and the Board of Aldermen of Oxford, Mississippi, the City of Oxford Police Department, the University of Mississippi, as authorized by the Board of Trustees of the Institutions of Higher Learning, and University Police and Campus Safety Department.

WITNESS THAT:

WHEREAS, the Board of Supervisors of Lafayette County, Mississippi is the governing authority thereof, and whereas, Sheriff Buddy East is the Chief Law Enforcement Officer in Lafayette County, and whereas, the Mayor and Board of Aldermen of the City of Oxford, Mississippi are the governing authorities thereof, and whereas, Chief Joey East is the Chief of Police of the Oxford Police Department, and whereas, the Board of Trustees of the Institutions of Higher Learning is the governing authority of the University of Mississippi, and whereas, Chief Tim Potts is the Chief of Police of the University of Mississippi Police and Campus Safety Department; and

Commented [BHL1]: His last day is 1/26 and will be without a chief in the interim, can we leave the specific name off? I will be asking CPT Don Douglas to take on these responsibilities in the interim.

WHEREAS, the parties hereto recognize the need for aggressive drug enforcement activity within the county, and believe the formation of a Multi-Jurisdictional Drug Enforcement Unit ("Drug Unit"), pursuant to the authority granted under the "Inter-local Cooperation Act of 1974" (codified at Miss. Code Ann. §17-13-1, et seq.), will be to their mutual advantage; and

Commented [BHL2]: Different word? Maybe focused or concerted?

WHEREAS, the parties hereto wish to facilitate the county wide operation of said Drug Unit while at the same time centralizing command and control of said unit; and

WHEREAS, the parties hereto entered into an agreement on February 2, 1988 as to the funding, operation and control of said Drug Unit, which has been renewed and revised through the years, and now the parties desire to again revise the agreement among the parties with respect to the Drug Unit as follows:

I.

The governmental authorities of Lafayette County, Mississippi, Oxford, Mississippi, and the University of Mississippi as well as the Lafayette County Sheriff's Department, the Oxford Police Department, and the University of Mississippi Police and Campus Safety Department agree to mutually support the Drug Unit funded jointly by the Federal Government, Lafayette County, Mississippi, the City of Oxford, Mississippi, and the University of Mississippi, said Drug Unit to have county wide jurisdictional authority. The purpose of said Drug Unit shall be to focus and concentrate multi-jurisdictional enforcement efforts and assets, and bring the same to bear on drug violators operating in the Lafayette County, Mississippi area.

II.

The Drug Unit shall be under the oversight of a Control Group consisting of F. D. "Buddy" East, Sheriff of Lafayette County, Mississippi or his designee, Joey East, Chief of Police, City of Oxford, Mississippi or his designee and ~~Tim Potts, the Chief of Police, University~~ of Mississippi or ~~his~~ their designee with the express understanding that the officer in charge of the Drug Unit shall be directly responsible, on a day-to-day operational basis, to the Sheriff, Lafayette County, Oxford, Mississippi.

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III.

All parties to this Agreement are authorized to enter into same pursuant to the hereinabove referenced "Inter-local Cooperation Act of 1974." This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi ("Effective Date") and shall continue in force and effect from year-to-year unless any of the three parties gives notice to the other parties at least ninety (90) days before any anniversary of the Effective Date that it will

cease participation in the Multi-Jurisdictional Drug Unit. In such case, the Agreement shall remain in place as to the two remaining parties. The Agreement shall terminate in the event that two or more of the parties give notice to the other parties at least ninety (90) days before any anniversary of the Effective Date that they will cease to participate.

IV.

The purpose of this Agreement is the establishment of a Drug Unit, which will operate in Lafayette County to more effectively and efficiently enforce the criminal laws of the State of Mississippi regarding controlled substances for the reasons and discharge of the duties set forth in the preamble to the Agreement.

V.

This agreement envisions a cooperative law enforcement effort designed to concentrate and focus drug enforcement efforts in Lafayette County, Mississippi. The law enforcement agencies of the three governmental authorities each enjoy specific statutory authority under which they are empowered to enforce the drug laws of the State of Mississippi. Specific statutory authority for the Sheriff of Lafayette County is contained in Chapter 25 of Title 19, Miss. Code Ann. (1972) as amended. Further, the Legislature of the State of Mississippi had declared that the primary law enforcement officer in the State of Mississippi is the duly qualified and elected Sheriff thereof, Miss. Code Ann. §45-3-21. Specific statutory authority for drug enforcement actions by the City of Oxford Police Department are contained in Chapter 21 of Title 21, Miss. Code Ann. (1972), as amended. Specific statutory authority for drug enforcement activity by the University of Mississippi Police Department is contained in Chapter 105 of Title 37, Miss. Code Ann. (1972), as amended.

VI.

This Drug Unit will be staffed with four (4) full-time, permanently assigned undercover investigators (each investigator will be commissioned as a Deputy Sheriff of Lafayette County), one of whom will be designated the Officer-in-Charge, who will, in addition to his other duties,

oversee the day-to-day operations of the Drug Unit from the headquarters office, which will be established in Oxford, Mississippi, and who will maintain accurate electronic records on all Drug Unit activities, intelligence information, and expenditure of funds. Other staff assigned to the Drug Unit will report to and be under the direction and supervision of the Officer-in-Charge, who shall be under the direction and supervision of the Sheriff of Lafayette County, Mississippi. The Drug Unit will also employ one full-time secretary who will assist in the coordination of Drug Unit activities. Any of the parties to this Agreement may place on duty with the Drug Unit additional investigators and office staff, but must continue to be responsible for the salary and expenses of such person(s); moreover, any person assigned will be under the operational control of the Officer-in-Charge with the oversight from the Control Group.

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Commented [ta4]: direction

(a) As to its powers and authority, the Drug Unit shall have only the power and authority granted by the Lafayette County Sheriff in the enforcement of criminal laws regarding controlled substances, and the investigators shall exercise only the power and authority granted by the Sheriff under the oversight of the Control Group. The Drug Unit will be an independent unit from the Sheriff and Police Departments and will operate an intelligence function separately from that of other departments; however, exchange of intelligence information will be conducted among the Task Force and local, state, and federal law enforcement agencies.

Commented [ta5]: sheriff

(b) The Control Group shall select one of its members to chair the Control Group. In the absence of a chair, the Chief of Oxford Police or his designee will serve as the organizing chair and convener of the Control Group. The Chair shall convene the Control Group either monthly or quarterly. The Chair will be responsible for maintaining minutes of meetings of the Control Group. If only meeting quarterly, the members of the Control Group shall receive monthly statistical reports from the Drug Unit. Furthermore, while it is anticipated that there will be informal communication within the Control Group between meetings, any communication involving oversight of the Drug Unit shall include all members of the Control Group.

~~be responsible for maintaining minutes of meetings of the Control Group.~~ The Control Group shall review and approve all budgets for the Drug Unit, and the Chief of Oxford Police or his designee shall review and approve all expenditures pursuant to the policies of the Oxford Police Department and the City of Oxford. The Control Group shall also review and approve all operating policies of the Drug Unit, including but not limited to policies on the use of confidential informants and any standard agreements relating to the use of confidential informants, policies regarding the handling of evidence, and policies regarding the seizure, use, and disposal of property seized by the Drug Unit. In the absence of a more specific policy approved by the Control Group, the Drug Unit shall follow any and all policies adopted by the City of Oxford Police Department. The Control Group will approve the hiring and/or separation of any Drug Unit personnel and the selection/designation of the Officer-in-Charge. The Control Group shall, on an annual basis, conduct a joint review of the performance of the Officer-in-Charge. The Control Group shall also establish priorities for the Drug Unit. Each member of the Control Group shall have the right to inspect the books and records of the Drug Unit. The Officer-in-Charge shall prepare and submit quarterly reports to the Control Group including information and statistics required by the Control Group as set forth on Exhibit "1" along with such other information as the Control Group may require from time-to-time. The Control Group shall require each year financial audits and audits of evidence, property seized, used, or disposed of by the Drug Unit, pursuant to the policies and procedures of the Oxford Police Department.

Commented [ta6]: not sure they will like the board setting priorities for the unit.

Commented [ta7]: If not exhibit 1, then a reasonable report that covers the same areas

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Members of the Control Group will communicate with representatives of the Federal Drug Enforcement Agency and the Mississippi Bureau of Narcotics on at least a quarterly basis to ensure that no duplication of effort that would result in a waste of resources.

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(c) The parties agree to seek an external peer review of the Drug Unit at least every four years and the unit will be evaluated as a part of OPD's accreditation process. ~~acknowledge that the Drug Unit shall pursue accreditation from an external reviewing agency or association to ensure best practices with respect to general law enforcement practices, the enforcement of~~

~~drug laws, the use of confidential informants, the handling of evidence, and the seizure, use, and disposal of property seized by the Drug Unit. To the extent accreditation is not available in the context of drug or narcotic units, the Drug Unit shall conduct its activities and practices in accordance with the accreditation standards applicable to the Oxford Police Department.~~

VII.

Each governing authority as defined by §17-13-5 of the Mississippi Code of 1972, Annotated, as amended, of each party to this Agreement has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval, and when approved, a copy shall immediately be filed with each of the following: The Chancery Clerk of the County wherein this Agreement is located, the Secretary of State, the State Department of Audit, and the Office of Criminal Justice Planning.

VIII.

Each party hereto agrees to continue its participation on this project throughout the agreement period specified in Paragraph III, and further agrees to give notice in writing to all other parties, forwarded by registered mail, return receipt requested, at least ninety (90) days before each anniversary date if it intends to withdraw from the Drug Unit and terminate this Agreement. No amendment to this Agreement shall be effective until it is set forth in writing and adopted by all parties hereto in this manner provided by law for each.

IX.

The purchase, identification and disposal of any and all personal property and the disposition thereof upon termination of this Agreement shall be in accordance with standards established by the Governor's Office of Federal-State Programs (hereinafter "Federal-State Programs") and in accordance with rules and regulations of the State Department of Audit.

X.

The Drug Unit may be financed by grant funds, as available, and a lawfully budgeted commitment of funding reflected in the budgets of the governing authorities party to this Agreement, to be disbursed only upon proper order of the respective boards for claims and payroll duly and lawfully considered in accordance with its established budget, claims and purchasing procedures as required by state law and State Audit Department rules and regulations. In addition to grant funds received in support of this Drug Unit, each governmental entity to this Agreement does hereby agree to contribute the collective sum of \$450,000.00 on a pro rata basis (Lafayette County - \$150,000; the City of Oxford - \$150,000; and the University of Mississippi - \$150,000), said amounts to be appropriated or budgeted for the use and benefit of the Drug Unit on an annual fiscal year basis. The Drug Unit does not have authority to own or hold assets independently of the governing authorities' party to the Agreement. Rather, the party governing authorities own assets which are, per this Agreement, made available for use by the Task Force.

XI.

All seized and forfeited property will be dispersed of in accordance with Mississippi State Statute 41-29-181.

XII.

If one party withdraws from the Drug Unit, the other parties may continue to use all the property in the possession of the Drug Unit. However, ifn the event the Drug Unit is dismantled, each In the event a party gives notice of its intent to cease participation, that party shall be entitled to the return of property specifically contributed by that by the withdrawing party. As to property purchased with joint funds, the parties shall either split the property evenly, or if that is not possible, substitute an item of equal value. If withdrawing party shall be entitled, in the judgment of the remaining parties after consulting with the withdrawing party, either an equivalent part or portion of such property, an item of equivalent value, or funds sufficient to

~~compensate the withdrawing party for the then current value of such property.~~ If the parties cannot determine the equitable distribution at the time another party cease participation, the parties shall mutually agree upon a third party neutral with law enforcement background and experience to determine equitable distribution of such property.

XIII.

In accordance with Miss Code Ann. §17-13-9(d), the City of Oxford, Mississippi, is the fiscal agent for the Drug Unit, and the City Clerk of the City of Oxford is hereby designated to receive, disburse, and account for the joint funds of the Drug Unit. The City of Oxford agrees to require the Drug Unit to follow all applicable state and City of Oxford purchasing and procurement laws, ordinances, and regulations.

XIV.

The County of Lafayette, City of Oxford and University of Mississippi, the Lafayette County Sheriff's Department, the Oxford Police Department and the Unit will endeavor to minimize jurisdictional entanglements and unreasonable management interference. On the other hand, it is clearly and unequivocally agreed and understood that the Multi-Jurisdictional Drug Enforcement Unit shall be under the direct command and control of the Control Group as aforesaid and ultimately the Sheriff of Lafayette County.

WITNESS THE SIGNATURES OF THE PARTIES, this the day of __, 2017.

LAFAYETTE COUNTY, MISSISSIPPI, ACTING BY AND THROUGH THE BOARD OF SUPERVISORS OF LAFAYETTE COUNTY, MISSISSIPPI

BY: _____
JEFF BUSBY, PRESIDENT
BOARD OF SUPERVISORS
LAFAYETTE COUNTY, MISSISSIPPI

F. D. "BUDDY" EAST
SHERIFF, LAFAYETTE COUNTY, MISSISSIPPI

THE CITY OF OXFORD, MISSISSIPPI, ACTING BY AND
THROUGH THE BOARD OF ALDERMEN AND THE
MAYOR OF THE CITY OF OXFORD

BY: _____
ROBYN TANNEHILL, MAYOR CITY OF OXFORD, MISSISSIPPI

JOEY EAST
CHIEF, OXFORD POLICE DEPARTMENT

THE UNIVERSITY OF MISSISSIPPI, AS AUTHORIZED
BY THE BOARD OF TRUSTEES FOR MISSISSIPPI
INSTITUTIONS OF HIGHER LEARNING

BY: _____
JEFFREY S. VITTER, CHANCELLOR
UNIVERSITY OF MISSISSIPPI

TIM POTTS, CHIEF, UNIVERSITY POLICE
AND CAMPUS SAFETY DEPARTMENT

EXHIBIT 1

QUARTERLY REPORT TEMPLATE				
	<i>Students</i>	<i>Non-Students</i>	<i>TOTAL</i>	<i>% Student</i>
New Informants (during the month)				
>>Felony violation				
>>Misdemeanor violation				
On-going Informants				
Completed program (during the month)				
>>Average time in program				
>>Average number of buys per informant				
Number of cases worked by CIs				
Charges pending (<i>note if on campus</i>)				
Number of arrests resulting from CIs				
<i>etc...list charges, note if on-campus</i>				
Amount of controlled substances seized:				
<i>etc...list substances, note if on-campus</i>				
Other assets seized (cash, firearms, property):				
<i>{list type, note if on-campus}</i>				