

**ORDER: APPROVE INTERLOCAL AGREEMENT WITH CITY OF OXFORD AND  
THE UNIVERSITY OF MISSISSIPPI FOR THE OPERATION OF THE MULTI-  
JURISDICTIONAL DRUG ENFORCEMENT UNIT**

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to approve interlocal agreement with City of Oxford and the University of Mississippi for the operation of the Multi-Jurisdictional Drug Enforcement Unit.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 19<sup>th</sup> day of October, 2020.



**Mike Roberts, President  
Board of Supervisors**



**Sherry Wall, Chancery Clerk**



FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

2021 FEB 11 PM 3:38

**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 State 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 Joey 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 Jeff McCutchen is the Chief of Police of the Oxford Police Department, and whereas, the Board of Trustees of State Institutions of Higher Learning is the governing authority of the University of Mississippi, and whereas, Chief Ray Hawkins is the Chief of Police of the University of Mississippi Police Department; and

WHEREAS, the parties hereto recognize the need for focused 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

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 Joey East, Sheriff of Lafayette County, Mississippi or his designee, Jeff McCutchen, Chief of Police, City of Oxford, Mississippi or his designee and Ray Hawkins, Chief of Police



for the University of Mississippi or his or her 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.

### 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 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 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 over-sight from the Control Group.

(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.

(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.

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 reasonably required by the Control Group, or as reasonably may be requested by any member of the Control Group. The Officer-in-Charge shall prepare such other information as the Control Group, or any member of the Control Group shall reasonably 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.

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 results in a waste of resources.

(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.

## 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, forward-ed 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 the 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, in the event the Drug Unit is dismantled, each party shall be entitled to the return of property specifically contributed by that 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 the parties cannot determine the equitable distribution at the time another party ceases 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 11<sup>th</sup> day of Feb., 2021.

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

BY: 

MIKE ROBERTS, PRESIDENT  
BOARD OF SUPERVISORS  
LAFAYETTE COUNTY, MISSISSIPPI

  
JOEY 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

  
JEFF MCCUTCHEN

CHIEF, OXFORD POLICE DEPARTMENT



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

BY: Glenn F. Boyce  
GLENN F. BOYCE, CHANCELLOR  
UNIVERSITY OF MISSISSIPPI

Ray Hawkins  
RAY HAWKINS, CHIEF  
UNIVERSITY POLICE DEPARTMENT