

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

INTERLOCAL AGREEMENT

This Agreement, as amended, is made and entered into this date by and between the Board of Supervisors of Lafayette County, Mississippi, Lafayette County Sheriff F. D. "Buddy" East, the Mayor and the Board of Aldermen of Oxford, Mississippi, Chief Joey East, Oxford Police Department, the Board of Trustees of the Institutions of Higher Learning, and Chief Calvin Sellers, University Police 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 Calvin Sellers is the Chief of Police of the University of Mississippi Police Department; and

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, 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 Multi-Jurisdictional Enforcement 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 Multi-Jurisdictional Drug Enforcement Unit and now desire to amend said Agreement 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 Department agree to mutually support a Multi-Jurisdictional Drug Enforcement Unit funded jointly by the Federal Government, Lafayette County, Mississippi, the City of Oxford, Mississippi and the University of Mississippi, said Multi-Jurisdictional Drug Enforcement Unit to have county wide jurisdictional authority. The purpose of said Multi-Jurisdictional Drug Enforcement 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 Multi-Jurisdictional Drug Enforcement Unit shall be under the direct operational control 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 Calvin Sellers, Chief of Police, University of Mississippi or his designee with the express understanding that the officer in charge of the Multi-Jurisdictional Drug Enforcement Unit shall be directly responsible, on a day-to-day operational basis, to the Sheriff, Lafayette County, Oxford, Mississippi.

III.

All parties signatory 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 and terminate one year from the date of such approval. This Agreement may be renewed by these parties on a year to year

basis hereto, provided, however, that any modifications of this Agreement before renewal shall be approved by the said Attorney General before implementation of the modification.

IV.

The purpose of this Agreement is the establishment of a Multi-Jurisdictional Drug Enforcement Unit, which will operate in Lafayette County to more effectively and efficiently enforce the criminal laws of the State of Mississippi regarding controlled substance 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 task force 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 task force operations from the headquarters office, which will be established in Oxford, Mississippi, and who will maintain accurate records on all task force

activities, intelligence information and expenditures of funds. This Officer in Charge shall be under the direction and supervision of the Sheriff of Lafayette County, Mississippi. The Chief of the Oxford Police Department or his designee will function as the Project Coordinator, and Control Group hereinafter discussed. The task force will also employ one full-time secretary who will assist in the coordination of task force activities. Any of the parties to this Agreement may place on duty with the task force additional investigators and office staff, but must continue to be responsible for the salary and expense of such person(s); moreover, any person assigned will be under the operational control of the Control Group.

(a) As to its powers and authority, the Lafayette County Multi-Jurisdictional Drug Enforcement Unit shall have only the power and authority granted the sheriffs by statute in the enforcement of the criminal laws regarding controlled substances, and the investigators shall exercise only the power and authority by the Control Group. The Drug Enforcement 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 will assign personnel, set policy for the task force operations, determine fund distribution and prioritize targets for investigation.

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 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 Agreement expires of any intention not to renew 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 Multi-Jurisdictional Drug Enforcement Unit will be financed by grant funds 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 Task Force, each governmental entity to this Agreement does hereby agree to contribute the collective sum of \$300,000.00 on a pro rata basis (Lafayette County - \$100,000; the City of Oxford - \$100,000; and the University of Mississippi - \$100,000), said amounts to be appropriated for the use and benefit of the Task Force on an annual fiscal year basis. The Task Force 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.

Upon termination of this Agreement, all equipment, materials, and other tangible items purchased shall be the property of the office or governmental body which provided funds for the purchase and shall be delivered to the office or body within thirty (30) days after termination of the Agreement. Any property purchased with joint funds or otherwise acquired by the Task Force shall upon termination of the Agreement and total dissolution of the Task Force, be divided among the local agencies participating in the Task force at such time according to agreement reached between such agencies. If no agreement is reached between such agencies within thirty (30) days of dissolution, then property purchased with joint funds or otherwise acquired by the Task Force shall be sold and, after deducting costs of sale, the proceeds shall be equally divided among the local agencies participating in the Agreement.

XIII.

In accordance with Miss Code Ann. §17-13-9(d), the City Clerk of the City of Oxford, Mississippi, is hereby designated to receive, disburse, and account for the joint funds of the undertaking.

XIV.

The County of Lafayette, City of Oxford and University of Mississippi, the Lafayette County Sheriff's Department, the Oxford Police Department and the University of Mississippi Police Department will cooperate to support the Multi-Jurisdictional Drug Enforcement Unit, and 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 _____
_____, 2014.

THE BOARD OF SUPERVISORS OF LAFAYETTE
COUNTY, MISSISSIPPI

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

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

MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF OXFORD, MISSISSIPPI

BY: _____
GEORGE "PAT" PATTERSON, MAYOR
CITY OF OXFORD, MISSISSIPPI

JOEY EAST
CHIEF, OXFORD POLICE DEPARTMENT

THE BOARD OF TRUSTEES OF THE
INSTITUTIONS OF HIGHER LEARNING

BY: _____
DR. DAN JONES, CHANCELLOR
UNIVERSITY OF MISSISSIPPI

CALVIN SELLERS
CHIEF, UNIVERSITY POLICE DEPARTMENT