

8kSPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
ROBERT SEAN OLSEN, AND BAY ST. LOUIS POLICE DEPARTMENT

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" **ROBERT OLSEN**, hereinafter referred to as **OLSEN** and generally as "SCI;" and BAY ST. LOUIS POLICE DEPARTMENT, hereinafter referred to as BAY ST. LOUIS PD and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed herein are to be performed by OLSEN unless otherwise noted.

2.1 Goal

Pursuant to Mississippi Code Section 41-29-112, the Director of MBN desires the services of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a Special Contract Investigator to support its local law enforcement efforts.

2.2 Scope of Work

- 2.2.1** SCI will be known and will identify himself/herself as a Special Contract Investigator for MBN when acting under his/her authority as a Special Contract Investigator for MBN.
- 2.2.2** SCI agrees and promises to perform services and duties as assigned by the Director of MBN or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Uniform Controlled Substances Law, Mississippi Code Section 41-29-101, *et. seq.* SCI will be assigned duties and have authority to act in cases related to drug investigations with MBN.
- 2.2.3** SCI agrees to faithfully perform the duties assigned to him/her by MBN to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.
- 2.2.4** SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to abide by applicable MBN policies, methods, and procedures, including field testing, chain of custody, evidence handling, case reporting, and handling of public funds. MBN agrees to train SCI in such policies, methods, and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the general supervision, direction and control of the Director of MBN or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition of appointment as a Special Contract Investigator, meet the same requirements imposed on all MBN agents, including background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations, provided that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the discretion of the Director of MBN or his designee or the Commissioner of the Mississippi Department of Public Safety or his designee.
- 2.2.10 SCI agrees to provide MBN upon demand with information required to conduct a background investigation, along with satisfactory results of polygraph and urinalysis testing from sources acceptable to MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of Mississippi Code Section 45-6-11 and that he/she holds a valid professional certificate issued by the Mississippi Board of Law Enforcement Officer Standards and Training.

3.2 Firearms Qualification

SCI must complete firearms training and meet standards, as required by MBN, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and Employer.

3.3 Non-MBN Employee

Pursuant to Mississippi Code Section 41-29-112, SCI shall not be considered an employee of MBN for any purpose. SCI is a regular, full-time employee of BAY ST. LOUIS PD and while functioning as such, should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

SCI Contract – OLSEN

4.1 No Entitlements of Employment with MBN

While functioning as an non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, to the extent that said provisions apply generally to MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by MBN or the State of Mississippi through MBN, nor shall SCI be entitled by this contract to coverage by the Mississippi Workers' Compensation Commission as applicable to MBN or the Mississippi Department of Public Safety.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does not guarantee full employment either in the present or future for SCI with MBN or the Mississippi Department of Public Safety.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from MBN or the Mississippi Department of Public Safety.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. MBN will furnish appropriate credentials and a MBN communications device for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded to SCI by MBN or the Mississippi Department of Public Safety for claims or criminal charges arising from the performance of duties under this agreement. Said representation must be provided by Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2027**, unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including BAY ST. LOUIS PD., through the addition of Special Contract Investigators to MBN's enforcement efforts.

7.0 GENERAL TERMS AND CONDITIONS

SCI Contract – OLSEN

This contract is subject to and incorporates the following terms and conditions governing the contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

MBN and the Mississippi Department of Public Safety, an agency of the State of Mississippi, in no way waive sovereign immunity, and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, Attn: Director, P.O. Box 720519, Byram, MS 39272, or to SCI at 547 Main Street, Bay St. Louis, MS 39520. Notice of termination to Employer will also be given by MBN. Notice pursuant to this paragraph shall be deemed sufficient for all purposes.

7.4 Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.5 Fitness for Duty Determination

MBN shall have sole discretion to determine whether SCI is capable of fully performing the duties required of him/her by this contract.

7.6 Assignability

SCI acknowledges that he/she was selected by MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not be assigned, subcontract, or otherwise transfer this agreement, in whole or in part.

7.7 Waiver

SCI agrees and promises to make no claim against the Director of MBN, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of MBN, or against the Mississippi Department of Public Safety, for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.8 Insurance

SCI Contract – OLSEN

SCI agrees and promises that he is an authorized employee of BAY ST. LOUIS PD., and that prior to entering upon the discharge of duties as a Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.9 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporation, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under Mississippi Code Section 41-29-112, the Director of MBN designates ROBERT OLSEN to be a Special Contract Investigator of MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

PHILLIP POPE, COL
MBN DIRECTOR

DATE

ROBERT OLSEN
SPECIAL CONTRACT INVESTIGATOR

DATE

PRINT NAME: _____
WITNESS TO SCI SIGNATURE

DATE

ALVIN KINGSTON
CHIEF OF BAY ST. LOUIS PD

SCI Contract – OLSEN

**LIST OF ADDENDUMS TO THE
SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
ROBERT OLSEN, AND BAY ST. LOUIS POLICE DEPARTMENT**

Addendum A –BAY ST. LOUIS's request for SCI appointment.

Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

Addendum C - Initial firearms training qualification.

Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.

SCI Contract – OLSEN

**ADDENDUM TO THE
SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
ROBERT OLSEN, AND BAY ST. LOUIS POLICE DEPARTMENT**

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint ROBERT OLSEN to be a non-compensated Special Contract Investigator under Mississippi Code Section 41-29-112 and specifically agree to his/her serving as a Special Contract Investigator under the conditions set forth in this contract. I understand that neither MBN nor the Mississippi Department of Public Safety will provide legal representation for ROBERT OLSEN for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of BAY ST. LOUIS PD.

I certify that:

- (1) ROBERT OLSEN is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of BAY ST. LOUIS PD while working as a Special Contract Investigator.
- (2) BAY ST. LOUIS PD is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of BAY ST. LOUIS PD while working as a Special Contract Investigator.
- (3) ROBERT OLSEN has been certified under Mississippi Code Section 45-6-11 by the Board on Law Enforcement Officer Standards and Training, and such certification is current.
- (4) ROBERT OLSEN has met firearms training requirements of my law enforcement agency, and such required requalification is and will remain current for the duration of this contract.
- (5) ROBERT OLSEN has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) This request to appoint ROBERT OLSEN as a Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the CITY OF BAY ST. LOUIS CITY COUNCIL.

DATE

CHIEF

PRINT NAME: _____

DATE

BAY ST. LOUIS CITY COUCIL PRES.

PRINT NAME: _____

SCI Contract – OLSEN

WITNESS TO CITY COUCIL PRES.
PRINT NAME: _____