

NORTH MISSISSIPPI NARCOTICS UNIT



INTERLOCAL AGREEMENT
2023-2024

INTERLOCAL AGREEMENT

THIS AGREEMENT shall be known as the 2023-2024 North Mississippi Narcotics Unit Interlocal Cooperative Agreement, and is entered into by and between the Governing Authorities of the Cities and Towns of Tupelo, Amory, Booneville, Fulton, Okolona, Saltillo, and Baldwyn and the Counties of Chickasaw, Itawamba, Lee, Monroe, Prentiss in accordance with the provisions of the Interlocal Cooperation Act of 1974 (Miss. Code Ann. § 17-13-1 *et seq.*).

WITNESSETH

WHEREAS, the Governing Authorities of the Cities of Tupelo, Amory, Booneville, Fulton, Okolona, Saltillo, and Baldwyn are duly elected governing bodies of said Cities and have the duty and authority by law to adequately fund the operation of their respective police departments, pursuant to Section 21-21-3 Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include the terms of the Uniform Controlled Substances Law; and

WHEREAS, the Boards of Supervisors of the Counties of Chickasaw, Itawamba, Lee, Monroe and Prentiss are the duly elected governing bodies of said Counties and have the duty and authority by law to adequately fund the operation of the offices of Sheriff, pursuant to Section 19-25-13, Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include the Uniform Controlled Substances Law; and

WHEREAS, all of the above parties find and declare that violations of the controlled substances law within these Cities/Counties constitute a significant portion of all criminal violations committed within said Cities and Counties; and that coordinated

law enforcement by the parties as an exercise of their police powers, and their duty to protect the public from criminal activity would effectively reduce these violations, particularly those of unlawful sale, manufacture, and distribution of controlled substances; and

WHEREAS, the above parties find and declare that a joint effort of City/County and State law enforcement agencies within said Cities/Counties to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws while incurring the least cost to taxpayers; and

WHEREAS, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage, and hereby provide a vital service to these communities; and

WHEREAS, the parties hereby state their beliefs that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974", Sections 17-13-1 through 17-13-11, of the Mississippi Code Annotated of 1972 (as amended), which requires approval by the Attorney General of the State of Mississippi.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, *et seq.*, Mississippi Code of 1972 (as amended), the Governing Authorities of the Cities of Tupelo, Amory, Booneville, Fulton, Okolona, Saltillo, and Baldwin (hereinafter referred

to as “Cities”), and the Boards of Supervisors of the Counties of Chickasaw, Itawamba, Lee, Monroe and Prentiss, (hereinafter referred to as “Counties”) hereby agree as follows:

1. This agreement shall become effective upon its adoption by the governing authorities of the Cities and Counties made parties to this agreement, and upon this agreement being approved by the Attorney General of the State of Mississippi. Such date of effectiveness shall otherwise be no later than 60-days after its submission to the Attorney General. The terms of this agreement shall expire on September 30, 2024 unless amended or extended pursuant to the provisions herein.

2. There is hereby established a joint, cooperative effort to enforce the criminal laws of Mississippi regarding controlled substances in the aforementioned jurisdictions. For the purpose of this agreement, this joint effort and the personnel involved therein shall be referred to as the North Mississippi Narcotics Unit (hereinafter referred to as the “Unit”).

a. The primary objective of the Unit shall be the enforcement of the Uniformed Controlled Substances Act (Miss Code Ann. § 41-29-101 *et seq*).

b. A secondary objective of the Unit shall be the collection, analysis and dissemination to authorized users of criminal and drug intelligence. Such data shall be collected by the Unit's participants and submitted for inclusion in the State Criminal Intelligence Data Base. The Unit shall have full access to the use of this database limited only by applicable state and federal statute. Full coordination and cooperation in the sharing of appropriate intelligence between all state, county, and city agencies within the geographical area served by the Unit is encouraged.

c. The Unit shall concentrate its enforcement efforts and activities within the jurisdictional boundaries of the participating cities and counties. Each participating agency will duly appoint and assign individual officers to be law enforcement officers in each jurisdiction covered by the Unit to allow said officers to engage in enforcement activity outside the agency by whom they are employed.

d. The Unit shall have only that power and authority granted to either the Cities or Counties by statute, particularly those set forth in the preamble to this Agreement, and shall have no power or authority except that which may be granted to the Cities/Counties in the enforcement of the criminal laws concerning controlled substances. The Unit shall have the responsibility of investigating all felony violations of the controlled substances law that occur within the jurisdictions of the Cities/Counties. Furthermore, the Unit shall have the responsibility of enforcing all felony criminal statutes contained in the Controlled Substances Law.

e. The specific statutory authority vested in each party to this Agreement is found in Section 21-21-3, Mississippi Code of 1972 (as amended), for the Cities and their respective Police Chiefs, and Section 19-25-67 for the Counties and their respective Sheriffs. Collectively, all law enforcement agencies of the State of Mississippi are empowered by Section 41-29-109 to enforce the provisions of the Uniform Controlled Substances Law.

3. The City of Tupelo and the Tupelo Police Department shall be designated as the Host Agency.

4. The Chief of Police for each member city and the Sheriff for each member county will constitute an Advisory Group. The Advisory Group shall elect a five (5) member Control Board (hereinafter referred to as the Board) that will include the Chief of the Host Agency and four (4) other members from the Advisory Board. The Board will then elect a chairman and vice-chairman. The Chairman, or in his absence the Vice-Chairman, will preside over all meetings of the Board. A majority vote is required to pass any matter presented to the Board. The members of the Board may vote by proxy if they are unable to attend the scheduled meeting. Each member of the Board shall have one (1) vote.

a. The Unit Commander shall be appointed by the Board, and shall answer directly to the Board. Budgetary considerations mandate that the Unit Commander be an employee of the Host Agency.

b. The Board shall establish operating goals for the Unit. The day-to-day operation of the Unit shall be directed by the Unit Commander in furtherance of the goals formulated.

c. The Board shall decide upon any new agencies joining the Unit. The Unit Commander shall have authority to approve or disapprove participating agencies' personnel assignments.

d. The Board shall set the degree of the participation with regard to finance and personnel each individual agency will contribute.

e. The Board shall meet quarterly to review the progress of the Unit, and to ensure that the Unit Commander is acting in furtherance of Unit goals.

5. The fiscal year for the Unit shall commence on October 1st each and every year regardless of the effective date of this agreement and any subsequent agreements, extensions and/or modifications.

6. Each participating agency shall be on a six-month probationary period. At the end of this period, the Unit Commander shall review each member agency as to their particular contribution to the Unit in the following areas:

- a. Manpower assigned
- b. Hours expended to furtherance of Unit goals by personnel assigned
- c. Drug cases initiated by assigned personnel
- d. Compliance with Unit operational procedures

7. The Commander shall make recommendation, based on his review, as to each respective agency's continued participation with the Unit. The Board has sole and complete authority concerning agency membership eligibility.

8. Each member agency shall, through their chief law enforcement officer, allocate personnel to temporary, part-time, or full-time assignment with the Unit starting as of the effective date of this agreement. The Board will ensure the allocation of personnel from each agency is consistent with agency size with regard to the objectives of this agreement. Assigned personnel shall work under the immediate supervision and direction of the Unit Commander with regard to operational procedure(s) to include: field testing, chain of custody, evidence handling, case reporting, accounting for public funds, and other relevant matters of policy and procedure. The Unit Commander shall have the responsibility and authority to dismiss any assigned personnel, for just cause,

from the Unit. Any disciplinary action, beyond dismissal from the Unit, shall be administered by the assigned personnel's parent agency.

a. All matters concerning employment compensation, wage and hour concerns under the FLSA, and any other matter relating to employer-employee relations are the responsibility of assigned personnel's parent agency.

b. Legal representation will not be afforded by the Unit, or the Host Agency, for claims arising from the performance of duties under this Agreement. Said representation must originate with the assigned personnel's parent agency.

c. All officers assigned to the Unit by the parties hereto must be certified by the Minimum Standards Board, and must meet requirements imposed on a police officer regarding background investigations, work history, polygraph examination, urinalysis, and similar requirement(s), but shall be exempt from the age requirements and limitations provided, however, that no such officer shall be less than twenty-one years of age. All assigned personnel will be subject to random urinalysis and/or polygraph testing at the option of the Board or Commander of the Unit. Failure to comply will result in termination of the status, and removal from the Unit.

d. Assigned personnel will be trained in, and will be expected to follow accepted methods and procedures of field testing, chain-of-custody, evidence handling, case reporting, and accounting for public funds.

e. The fidelity bond of all assigned personnel shall be paid by the assigned personnel's parent agency. There shall be no requirements of third-party fidelity bonds.

f. All personnel, while performing duties within the Unit, shall come under the control and supervision of the Unit Commander.

g. Each agency shall compensate their assigned personnel, and defray their individual expenses in the manner currently utilized by the respective agencies while such personnel operate under this contract.

9. Funds for the Unit will be accounted for and disbursed to the Unit according to state law, and the State Audit Department rules and regulations by and through the Host Agency, pursuant to Section 17-13-9(1)(d), Mississippi Code of 1972 (as amended). Said agency personnel shall account for the respective funds obligated to the Unit through established budget, claims, and purchasing procedures as set out in state law and State Audit Department rules and regulations. The Unit can only be funded and supported as any other city or county department, and not as a separate and independent entity. The Board may only recommend the budget, purchases, and expenditures. Forfeited funds shall be administered by the Unit Commander, and used for purchase of information, purchase of evidence, and Unit expenses as budgeted. The Unit Commander or his designee shall maintain a complete inventory of property held by the Unit. All records of this account shall be maintained in current status, and available for audit by any person authorized to conduct an official audit. It is understood by all parties thereto that funding under this Agreement cannot be accomplished by direct payments or contributions to the Unit outside the normal budget process.

a. The Board, along with the Unit Commander, shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit rules and regulations and the Host

Agency's policies and procedures, as necessary to ensure that policies and procedures regulating the use of funds are followed by the participating agencies.

b. Forfeitures produced by or arising out of enforcement efforts of the Unit shall be disbursed according to the guidelines set forth in state law, whether arising out of state forfeiture action, or the Federal Asset Sharing Program. It is understood that the Unit does not have the authority to own or hold assets independently of the participating agencies. After expenses of liquidation and costs of court are deducted, all net forfeited funds shall be allocated to the Unit through the Host Agency. Said forfeited funds shall be held on behalf of the Unit by the Host Agency, and after proper budget authorization, such funds may be used to pay the operating cost of the Unit. Upon a disbanding of the Unit, all remaining property acquired through forfeiture actions by the Unit from the participating agencies shall be divided proportionately among the agencies participating herein.

c. All participating agencies of the Unit shall agree that if an officer of their department, who is not assigned to the Unit, makes a case involving drugs in which forfeitable assets are involved, the Unit shall be called to assist the officer. Forfeitures produced in this situation shall be divided according to the guidelines set forth in state law whether arising out of state forfeiture action or the Federal Asset Sharing Program. After expenses of liquidation and costs of court are deducted, all net forfeited funds shall be allocated to the Unit by the Host Agency. Said forfeited funds shall be held on behalf of the Unit by the Host Agency, and after proper budget authority used to pay the operating cost of the Unit. Upon

expiration of this Agreement, or subsequent Agreements, or the disbanding of the Unit, all remaining property acquired through forfeiture actions by the Unit from the participating agencies shall be divided proportionately among the local agencies participating herein.

d. The office of the District Attorney for the affected judicial district shall handle all forfeitures arising from seizures made under this Agreement.

e. In the event that a participating agency's assigned personnel are provided a forfeited vehicle by the Unit, the assigned personnel's parent agency shall maintain ownership and title to said vehicle, and shall be responsible for all expenses incurred for said vehicle until such time the vehicle is deemed unsuitable for official use. At this time said vehicle's title and ownership will be returned to the Host Agency pending auction or other proceeding.

10. All news releases pertaining to enforcement activity within a participating agency shall be formulated by the Unit Commander and coordinated with the Chief of the Host Agency or their designee.

11. Any party to this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties, forwarded by certified mail, return receipt requested, or hand delivered at least twenty-four (24) hours prior to the date of termination. All remaining parties may continue to operate under this Agreement. The terminating party shall immediately forfeit any and all future interest in assets acquired or purchased by the Unit upon termination of its participation in this Agreement.

a. Any and all personal property acquired in the creation and for the operation of the Unit shall be acquired in the name of and title shall vest in the

party to this Agreement who shall provide the funds with which the property is acquired. A complete inventory of the property and the owner thereof shall be maintained by the Unit Commander. Upon a disbanding of the Unit, 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 of dissolution, then property purchased, in whole or in part, with forfeited or grant funds shall be sold, and after deducting costs of sale, the proceeds shall be proportionately divided among the local agencies participating in the Agreement.

12. For the purposes of this agreement and any amendments, extensions or modifications, the Unit shall not be considered disbanded unless official notice of such disbanding has been delivered to all parties hereto by the Chief of the Host Agency or their designee.

13. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in a manner provided by law, and approved by the Attorney General prior to its implementation. All participating agencies to this Agreement stipulate that upon execution of this Agreement, they are not and will not become a participant in any other multijurisdictional task force whose objective is enforcement of the Uniformed Controlled Substance Act.

14. Prior to the expiration of this agreement, the Cities and Counties made parties hereto agree to mutually cooperate in the adoption of an extension of this agreement. Said extension shall be adopted by the governing authorities of the Cities and Counties and approved by the Attorney General of the State of Mississippi prior to its effectiveness.

15. This agreement shall be executed in separate duplicate originals by each governing authority designated as a party hereto. Each executed agreement shall be of the same terms and shall be binding upon all parties in accordance with the laws of the State of Mississippi.

16. Venue for the enforcement of the terms of this agreement shall be the Circuit Court of Lee County, Mississippi.

17. Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

18. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval, and shall thereafter be filed with the Chancery Clerks of Chickasaw, Itawamba, Lee, Monroe and Prentiss Counties and with the Secretary of State of the State of Mississippi. The Unit will operate under the name NORTH MISSISSIPPI NARCOTICS UNIT and may be referred to as the “NMNU.” This Agreement will be filed with the appropriate agencies under that title.

WHEREUPON, the foregoing 2023-2024 North Mississippi Narcotics Unit Interlocal Cooperation Agreement was declared, passed and adopted at a meeting of the City Council/Board of Alderman on this the _____ day of _____, 2023.

WITNESS OUR SIGNATURES:

CITY/TOWN OF _____, MISSISSIPPI

MAYOR

DATE

ATTEST:

CITY/TOWN CLERK

NOW, THEREFORE, I, Lynn Fitch, Attorney General for the State of Mississippi, and pursuant to my authority under the laws of the State of Mississippi, have reviewed the foregoing 2023-2024 North Mississippi Narcotics Unit Interlocal Cooperation Agreement and have determined that it is in proper form and compatible with the laws of the State of Mississippi.

WITNESS MY SIGNATURE on this the ____ day of _____, 2023.

LYNN FITCH
ATTORNEY GENERAL