

**STATE OF MISSISSIPPI
COUNTY OF LOWNDES**

INTERLOCAL COOPERATION AGREEMENT

This agreement is made and entered into this date by and between the Board of Supervisors of Lowndes County, Mississippi, Lowndes County Sheriff Mike Arledge, the Mayor and City Council of Columbus, Ms. And the Chief Selvain McQueen, Columbus Police Department.

WITNESSETH:

WHEREAS, the Board of Supervisors of Lowndes County, Mississippi, is the governing authority thereof; and

WHEREAS, Sheriff Mike Arledge is the Chief Law Enforcement Officer in Lowndes County, and whereas, the Mayor and City Council of the city of Columbus, Mississippi are the governing authority thereof, and whereas, Chief Selvain McQueen is the Chief of Police of Columbus, Mississippi, 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 Task Force, pursuant to the authority granted under the "Interlocal Cooperation Act of 1974 (codified at Ms. Code Ann., § 17-13-1, et seq.), will be to their mutual advantages; and

WHEREAS, the parties hereto wish to facilitate the countywide operation of said Multi-Jurisdictional Task Force while at the same time centralizing command and control of said unit, and;

WHEREAS, the parties hereto enter into this agreement as to funding, operation and control of said Multi-Jurisdictional Task Force, agree as follows:

I. PURPOSE

The governmental authorities of Lowndes County, Mississippi, Columbus, Mississippi, as well as the Lowndes County Sheriff's Office and the Columbus Police Department agree to mutually support a Multi-Jurisdictional Drug Task Force to be Funded jointly by Lowndes County, Mississippi and Columbus, Mississippi, and the Purpose of the said Multi-Jurisdictional Drug Task Force shall be to focus and concentrate multi-jurisdictional enforcement efforts and assets, and bring the same to bear on drug violators Operating in Lowndes County, Mississippi area.

II. TERM

This agreement shall take effect upon the date of approval by the Attorney General of Mississippi and shall automatically renew year to year unless first terminated by any of the parties to this Agreement, provided, however, that any modifications be approved by said Attorney General before implementation of the modification.

III. CONTROL

The Multi-Jurisdictional Drug Task Force shall be under the direct operational Control of a Control Group consisting of Mike Arledge, Sheriff of Lowndes County Mississippi or his designee, Selvain McQueen chief of Police of Columbus Mississippi, with the express understanding that the officer in charge of the Multi-Jurisdictional Task Force shall be directly responsible, on a day-to-day basis, to the Sheriff of Lowndes County, Mississippi.

IV. STATUTORY AUTHORITY

All parties signatory to this Agreement are authorized to enter into same pursuant to the hereinabove referenced "Interlocal Cooperation Act of 1974." This agreement envisions a cooperative law enforcement effort designed to concentrate and focus on drug enforcement efforts in Lowndes County Mississippi. The law enforcement agencies of the three governmental authorities each enjoy Specific statutory authority under which they are empowered to enforce the laws of the State of Mississippi. Specific statutory authority for the Sheriff of Lowndes County is contained in Chapter 25 of Title 19, Ms. 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, Ms. Code Ann., § 45-3-21. Specific statutory authority for drug enforcement actions by the City of Columbus Police Department are contained in Chapter 21 of Title 21, Ms. Code Ann. (1972), as amended.

V. ADMINISTRATION AND STAFFING

This task force will be staffed with six (6) full-time, permanently assigned Undercover investigators (each investigator will be commissioned as Deputy Sheriff of Lowndes County), three (3) certified officers from the Columbus Police Department, and three (3) certified officer from the Lowndes County Sheriff's Office, one of whom will be designated The Task Force Commander, 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 Lowndes County, Mississippi, and who will maintain accurate records on all task force activities, intelligence information and expenditures of funds. This Task Force Commander shall be under the direction and supervision of the Sheriff of Lowndes County, Mississippi who in turn, 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 the Task Force activities as deemed by the Commander. Any 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 Lowndes County Multi-Jurisdictional Task Force shall have only the power and authority granted the sheriffs by state 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 Task

Force will be independent from the Sheriff's Office and the Police Department 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.

VI. APPROVALS

Each governing authority as defined by sec. 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 be 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.

VII. TERMINATION AND AMENDMENTS

Each party hereto agrees to continue its participation on this project throughout the agreement period specified in Paragraph II, and further agrees to give notice in writing to all parties, forwarded by registered mail, return receipt requested, at least ninety (90) days before the 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.

VIII. ACQUISITION AND DISPOSAL OF PROPERTY

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 Governors Office of Federal-State Programs (hereinafter "Federal-State Programs") and in accordance with rules and regulations of the State Department of Audit.

IX. FUNDING

The Multi-Jurisdictional Task Force shall be financed by a lawfully budgeted Commitment of funding reflected in the budgets of the governing authorities party to this Agreement, and any grant funds awarded to the Task Force, 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 rule and regulations. In addition to grant funds received in support of the Task Force, each governmental entity to this Agreement does hereby agree to contribute a match of the at least equal to the amount each entity has budgeted for drug enforcement in their perspective budget for the year of 2012, and these amounts be appropriated for the use and benefit of the Task Force on an

annual fiscal year basis. The Task Force does not have authority to own or hold assets independently of the governing authorities party to the Agreement. Rather, the assets of each governing authority shall remain their own respective assets which are, per this Agreement, made available for use by the Task Force.

X. DISPOSITION OF PROPERTY

All seized property shall be disposed of in accordance with Mississippi State Statute 41-29-181.

XI. DIVISION OF PROPERTY UPON TERMINATION

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 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 be 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 the agreement reached between such agencies. If no Agreement is reached between such agencies within thirty (30) days of dissolution, then the property purchased with joint funds or otherwise acquired by the Task Force shall be sold and, after deducting cost of sale, the proceeds shall be equally divided among the local agencies participating in the Agreement.

XII. RECEIPT, DISBURSEMENT AND ACCOUNTING FOR FUNDS

In accordance with Ms Code Ann. Sec. 17-13-9(d), the County Administrator Of Lowndes County is hereby designated to receive, disburse, and account for the joint Funds of the undertaking.

XIII. CONTROL

The County of Lowndes, and the City of Columbus, the Lowndes County Sheriff's Office and the Columbus Police Department will cooperate to support the Multi-Jurisdictional Task Force 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 Task Force shall be under the direct command and control of the Control Group as aforesaid and ultimately to the Sheriff of Lowndes County.

WITNESS THE SIGNATURES OF THE PARTIES, this the 15th day of May, 2012.

THE BOARD OF SUPERVISORS OF LOWNDES COUNTY, MISSISSIPPI

Harry Sanders

HARRY SANDERS, PRESIDENT
BOARD OF SUPERVISORS
LOWNDES COUNTY, MISSISSIPPI

LOWNDES COUNTY SHERIFF'S OFFICE

Mike Arledge

MIKE ARLEDGE
SHERIFF, LOWNDES COUNTY, MISSISSIPPI

MAYOR AND CITY COUNCIL OF COLUMBUS, MISSISSIPPI

Robert E. Smith, Sr.

ROBERT E. SMITH, SR., MAYOR
COLUMBUS, MISSISSIPPI

CHIEF OF POLICE COLUMBUS, MISSISSIPPI

Selvain McQueen

SELVAIN MC QUEEN, CHIEF OF POLICE
COLUMBUS, MISSISSIPPI

**JOINT RESOLUTION APPROVING INTERLOCAL
COOPERATION AGREEMENT**

WHEREAS, the Mayor and City Council of the City of Columbus, Mississippi ("City") and Board of Supervisors of Lowndes County, Mississippi ("County"), together referred to as "The Parties" each have certain responsibilities for the safety of the public; and

WHEREAS, the the Parties desire to enter into an Interlocal Cooperation Agreement to provide for the enhancement of public safety via the attached interlocal cooperation agreement for enforcement of laws proscribing the manufacture, distribution and sale of illicit drugs, narcotics and other such contraband;

NOW THEREFORE, BE IT RESOLVED that under the provisions of *Miss. Code Ann.* 1972, §§17-13-1 et. seq., including specifically §17-13-7, 19-3-41, 21-17-5, that Harry Sanders, President of the Lowndes County Board of Supervisors and Robert Smith, Mayor of the City of Columbus, Mississippi, are each hereby authorized, empowered and directed on behalf of The Parties, to execute the attached Interlocal Cooperation Agreement and that upon adoption by the Lowndes County Board of Supervisors and by the Mayor and City Council of the City of Columbus, that a copy of this Resolution and the Intergovernmental Agreement be forwarded to the Attorney General of the State of Mississippi for approval, and thereafter a copy of the same be forwarded to the Chancery Clerk of Lowndes County, Mississippi, the Secretary of State of Mississippi and the Mississippi State Department of Audit, all in accordance with §17-13-1 et seq.

SO RESOLVED, this the 15th day of June, 2012.

LOWNDES COUNTY BOARD OF
SUPERVISORS

BY: Harry Sanders
HARRY SANDERS, PRESIDENT

ATTEST:

Lisa Younger Neese
LISA YOUNGER NEESE,
CHANCERY CLERK



SO RESOLVED, this the 15th day of May, 2012.

CITY OF COLUMBUS, MISSISSIPPI

By: Robert E. Smith, Sr.
ROBERT E. SMITH, SR., MAYOR

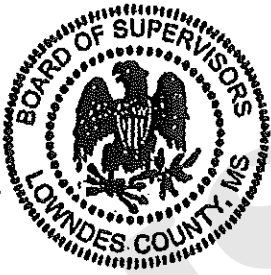
ATTEST:

Mike Bernsen
MIKE BERNSEN, SECRETARY/TREASURER

COUNTY CLERK'S CERTIFICATE

I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of that certain resolution which was duly approved and adopted by the Lowndes County Board of Supervisors, in regular meeting assembled on this the 15th day of June, 2012, as the same appears of record in the official minutes of record in my office.

This the 15th day of June, 2012.



Lisa Younger Neeze
LISA YOUNGER NEEZE
CHANCERY CLERK

SECRETARY/TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that the above and foregoing is a true and correct copy of that certain resolution which was duly approved and adopted by the Mayor and City Council of the City of Columbus, Mississippi, in a regular meeting assembled on this the 15th day of May, 2012, as the same appears of record in the official minutes of record in my office.

This 15th day of May, 2012.

Mike Bernsen
MIKE BERNSSEN
CITY SECRETARY/TREASURER

LAW OFFICES
MITCHELL, MCNUTT & SAMS

A PROFESSIONAL ASSOCIATION

105 SOUTH FRONT STREET
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
(662) 842-3871
FACSIMILE (662) 842-8450

1216 VAN BUREN
POST OFFICE BOX 947
OXFORD, MISSISSIPPI 38655
(662) 234-4845
FACSIMILE (662) 234-9071

JEFFREY J. TURNAGE
DIRECT (662) 245-5130
EMAIL: jturnage@mitchellmcnutt.com

215 FIFTH STREET NORTH
POST OFFICE BOX 1366
COLUMBUS, MISSISSIPPI 39703-1366
(662) 328-2316
FACSIMILE (662) 328-8035

508 WALDRON STREET
POST OFFICE BOX 1200
CORINTH, MISSISSIPPI 38835-1200
(662) 286-9931
FACSIMILE (662) 286-8984

1255 LYNNFIELD ROAD
BUILDING A - SUITE 123
MEMPHIS, TENNESSEE 38119
(901) 767-5185
FACSIMILE (901) 767-5918

July 2, 2012

Lisa Younger Neese
Lowndes County Chancery Clerk
Post Office Box 684
Columbus, MS 39704

Re: *Interlocal Agreement Between Lowndes County, the Lowndes County Sheriff's Department, City of Columbus and the Columbus Chief of Police Relative to a Multi-Jurisdictional Drug Enforcement Task Force*

Dear Lisa:

Enclosed herewith for filing in the Chancery Court Records please find, pursuant to Section 17-13-11 of the Mississippi Code of 1972, a letter from Special Assistant Attorney General James Y. Dale along with a copy of the approved Interlocal Cooperation Agreement and Joint Resolution regarding same which we would appreciate your keeping as a public record in the records of your office pursuant to the aforesaid statute.

By copy of this letter, we are forwarding the same to the Secretary of State to be filed in the records of that office in accordance with Mr. Dale's letter and in accordance with Section 17-13-11 of the Mississippi Code of 1972.

Sincerely,



JEFFREY J. TURNAGE

JJT/mdr

Encl.

cc: Ralph Billingsley (w/encl.)
David Armstrong (w/encl.)
Selvain McQueen (w/encl.)
Robert Smith (w/encl.)
City Council (w/encl.)

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

June 28, 2012

Jeffrey J. Turnage, Esquire
P. O. Box 1366
Columbus, MS 39703-1366

Re: *Interlocal Agreement Between Lowndes County, the Lowndes County Sheriff, the City of Columbus and the Columbus Chief of Police Relative to a Multi-Jurisdictional Drug Enforcement Task Force*

Dear Mr. Turnage:

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement.

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find that the Agreement is in proper form and compatible with state law, and is hereby approved. Prior to becoming effective, in addition to being executed by the governing authorities and receiving the approval of this office, the agreement must be filed with the Chancery Clerk of Lowndes County and with the Secretary of State. Please note that Section 17-13-11 of the Mississippi Code no longer requires that the agreement be filed with the State Department of Audit.

Sincerely,

James Y. Dale
Special Assistant Attorney General