

**MINUTES
SPECIAL CALLED MEETING
OF
THE MAYOR AND CITY COUNCIL
COLUMBUS, MISSISSIPPI**

**January 31, 2017
2:00 P.M.**

The Mayor and City Council met in a Special Called Meeting on Tuesday, January 31, 2017, proper notice being posted, after having recessed from their last regular meeting of January 17, 2017. The meeting was held in the Court Chambers of the Municipal complex. Mayor Robert E. Smith, Sr. presided over the meeting and all Council Members were present, with the exception of Council Members Mickens and Turner, who participated via teleconference. Also present were the COO, the CFO, the General Counsel, the Police Chief and the HR Director.

I. CALL MEETING TO ORDER AND INVOCATION

Mayor Smith called the meeting to order and called upon Council Member Box to offer the Invocation. Mayor Smith then stated that the purpose of this meeting is to:

II. DISCUSS/APPROVE DRUG ENFORCEMENT TASK FORCE INTERLOCAL AGREEMENT.

The General Counsel apprised the Mayor and Council of the language in the Joint Resolution approving the Interlocal Cooperation Agreement between the City of Columbus and Board of Supervisors of Lowndes County, Mississippi, detailing the responsibilities of each party.

Council Member Box moved to adopt the Resolution approving the Drug Enforcement Task Force Interlocal Cooperation Agreement between the City Columbus and the Board of Supervisors of Lowndes County, Mississippi. Council Member Jones seconded the motion, and the question being put to a roll call vote, the result was as follows:

Council Member Gene Taylor:	voted: <u>YEA</u>
Council Member Joseph Mickens	voted: <u>YEA</u>
Council Member Charlie Box	voted: <u>YEA</u>
Council Member Marty Turner	voted: <u>YEA</u>
Council Member Stephen Jones	voted: <u>YEA</u>
Council Member Bill Gavin	voted: <u>YEA</u>

THE RESOLUTION FOLLOWS:

**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, Mississippi and the Chief Oscar Lewis of The 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 Oscar Lewis is the Chief of Police of Columbus, Mississippi, and;

WHEREAS, the parties hereto recognize the need for aggressive narcotic enforcement activity within the county, and believe the formation of a 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 Drug Enforcement Task Force while at the same time centralizing command and control of said unit, and;

WHEREAS, the parties hereto enter into this agreement of said Drug Enforcement Task Force, agreeing as follows:

I. PURPOSE

The governmental authorities of Lowndes County, Mississippi, the City of Columbus, Mississippi, as well as the Lowndes County Sheriff's Office and the Columbus Police Department agree to mutually support a Drug Enforcement Task Force (sometimes referred to hereafter as the "Task Force") to be funded jointly by Lowndes County, Mississippi and Columbus, Mississippi, and the purpose of the said Drug Enforcement Task Force shall be to focus and concentrate their enforcement efforts and assets, and bring the same to bear on dealers and possessors of illegal narcotics in Lowndes County, Mississippi, including the City of Columbus.

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 the Sheriff, the County or the City Council, provided, however, that any modifications to this Agreement must be approved by said Attorney General before implementation of such modification.

III. CONTROL

The Drug Enforcement Task Force shall be under the direct operational Control of the Task Force Commander, who shall be directly responsible, on a day-to-day basis, to the Sheriff of Lowndes County, Mississippi. Employees of the City of Columbus that are members of the Drug Enforcement Task Force shall remain employees of the City of Columbus. While they are subject to supervision of the Task Force Commander of the Drug Enforcement Task Force, should they require disciplinary action, they will receive same upon recommendation of the officer in charge of the Task Force to the Chief of Police and from the Chief of Police to the Mayor and City Council pursuant to the Rules of the Civil Service Commission of the City of Columbus .

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 two 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. STAFFING AND ADMINISTRATION

This task force will be staffed with eight (8) full-time, permanently assigned undercover investigators (each investigator will be commissioned as Deputy Sheriffs of Lowndes County). The eight members shall be comprised of four (4) certified officers from the Columbus Police Department, and four (4) certified officers from the Lowndes County Sheriff's Office, one of whom will be designated The Task Force Commander. Within 14 days after the effective date of this Agreement, the City will assign two (2) certified officers from its Department. The City shall assign the third (3rd) and fourth (4th) certified officers within 30 days after request of the Task Force Commander. Any certified officers provided by the City must have the unanimous approval of the membership of The Task Force. Once fully staffed, vacancies within the membership of the Task Force shall be filled only upon the unanimous approval of the remaining members of the Task Force.

The Task Force Commander 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 at a location dictated by the Sheriff. The Task Force Commander shall maintain accurate records on all task force activities, intelligence information and expenditures of funds. The Sheriff of Lowndes County, Mississippi shall direct and supervise the Task Force Commander. The members of the Drug Enforcement Task Force shall follow the orders and directives of the Task Force Commander and shall not be subject to direct supervision by any other officers of the Police Department or the Sheriff's Office. The Task Force will employ one full-time secretary who will assist in the coordination of the Task Force activities as deemed necessary by the Task Force Commander. The costs of the salary and benefits for this employee shall be shared equally between the City and the County. Should additional secretarial staff members are needed, then the Task Force Commander and the Lowndes County Sheriff's Department shall hire such persons as are needed and the City and County shall share equally the costs of the salary and benefits of such personnel. Any parties to this Agreement may place on duty with the Task Force additional investigators and office staff as may be unanimously approved by the members of the Task Force, but if so, the offering agency shall 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 Task Force Commander.

Powers and Authority

(a) As to its powers and authority, the Drug Enforcement Task Force shall have only the power and authority granted the sheriffs by Mississippi law in the enforcement of the criminal laws regarding controlled substances, and the members of the Task Force shall exercise only the power and authority authorized by such laws. The parties hereto expressly understand and agree that, to be effective, Task Force work must maintain as highly confidential the information within the cases being investigated and pursued by the Task Force. As such, the membership of the Task Force shall not be required to disclose information about Task Force matters except upon the approval of the Task Force Commander. The Task Force shall operate with a significant degree of autonomy from the Sheriff's Office and the Police Department and will operate an intelligence function separately from that of the Lowndes County Sheriff's Office or the Columbus Police Department. With the above having been established it is understood that exchange of intelligence information will be conducted among the Task Force and local, state and federal law enforcement agencies as needed to carry out the purposes of the Task Force.

(b) The Task Force Commander will assign duties of the individual members of the Task Force, set policy for the Task Force operations, determine fund distribution and prioritize matters for investigation, as well as manage cases, oversee investigations, manage information about new cases and services provided. As well, the Task Force Commander shall direct the work to the appropriate court. Members of the Task Force who encounter unreasonable delays in whatever Court where a narcotics case is found, shall report such delays to the Task Force Commander who shall then contact the Court in effort to expedite the judicial process.

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 of Lowndes. The date of filing of this Agreement with the Chancery Clerk shall be the Effective Date of this Agreement.

VII. TERMINATION AND AMENDMENTS

The parties hereto agree to continue its participation under this Agreement throughout the period specified in Paragraph II, and further agree 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 the manner provided by law for each with such amendment being approved by the Attorney General before it is to become effective.

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. The employer of each member of the Task Force shall supply all items of equipment needed to carry out the purposes of the Task Force.

IX. FUNDING

The Drug Enforcement Task Force shall be financed by a lawfully budgeted Commitment of funding reflected in the budgets of the governing authorities that are party to this Agreement. Any grant funds awarded to the Task Force shall be disbursed only upon proper order of the respective boards for claims and payroll duly and lawfully considered in accordance with their established budgets, 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 mount each entity has budgeted for drug enforcement in their perspective budget for each year of this Agreement, 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 Section 41-29-177 of the Mississippi Code as well as other provisions of applicable law. Funds and assets declared forfeited by a Court pursuant to the said Code provisions resulting from the arrest and conviction by the Task Force shall be devoted to the use of the Task Force. To the extent that the Task Force Commander can identify a particular member of the Task Force whose work lead to the ultimate forfeiture, then in that event, the property seized and forfeited shall be credited to the employer of that member the same as though the employer of that member provided the funds for purchase thereof.

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 thereof 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 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 any 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 Drug Enforcement 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 Task Force Commander as aforesaid and ultimately to the Sheriff of Lowndes County.

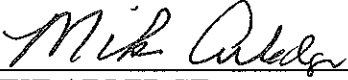
WITNESS THE SIGNATURES OF THE PARTIES, this the _____ day of _____, 2017.

THE BOARD OF SUPERVISORS OF LOWNDES COUNTY, MISSISSIPPI



HARRY SANDERS, PRESIDENT, BOARD OF SUPERVISORS
LOWNDES COUNTY, MISSISSIPPI

LOWNDES COUNTY SHERIFF'S OFFICE



MIKE ARLEDGE
SHERIFF, LOWNDES COUNTY, MISSISSIPPI

MAYOR AND CITY COUNCIL OF COLUMBUS, MISSISSIPPI

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

CHIEF OF POLICE COLUMBUS, MISSISSIPPI

OSCAR LEWIS
CHIEF OF POLICE, COLUMBUS, MISSISSIPPI

III. DISCUSS/APPROVE PURCHASE OF DRUG TASK FORCE VEHICLE.

Council Member Taylor made a motion to purchase a Drug Task Force Vehicle, not to exceed \$40,000 to be used by the Drug Task Force. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

ADJOURNMENT:

The Mayor then asked if there was any other business to come before the Mayor and City Council. There being none, Council Member Jones moved that the meeting be adjourned. Upon second by Council Member Gavin and unanimous vote, the Mayor announced that the meeting was ADJOURNED.

Approved by: _____
Robert E. Smith, Sr., Mayor

Milton Rawle, Jr.,
CFO- Secretary-Treasurer