

MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS

**OCTOBER 20, 2020
5:00 P.M.**

The Mayor and City Council met in Regular Session on Tuesday, October 20, 2020 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Robert E. Smith, Sr. presided over the meeting, and all Council Members were present. Also present were the COO, CFO, General Counsel, Police Chief, Assistant Police Chief, Fire Chief and the HR Director. All other Department Heads participated via teleconference.

I. CALL TO ORDER AND INVOCATION

Mayor Smith called the meeting to order and called upon Council Member Box to offer the Invocation.

II. APPROVE MINUTES FOR THE MEETINGS OF OCTOBER 6, 2020

Council Member Gavin made a motion to approve the Minutes for the Meeting of October 6, 2020. Council Member Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

III. APPROVE DOCKET OF CLAIMS

Council Member Stewart made a motion to approve the Docket of Claims for October 20, in the amount of \$599,804.80. Council Member Jones seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

IV. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

CONSENT AGENDA:

There are no changes to be made to the Consent Agenda.

POLICY AGENDA:

Add Item "E" – *Discuss/Approve City/County Drug Task Force Agreement.*

EXECUTIVE SESSION:

Change Executive Session matters from four (4) to five (5).

Council Member Beard made a motion to approve the Agenda as presented, with the above amendment. Council Member Jones seconded the motion. The Mayor called for discussion, and there being none, all Council Members present voted in favor of same, with a unanimous vote.

V. CONSENT AGENDA

- A. Ratify request for one (1) Fire and Rescue personnel, Drew Williamson, to attend "HazMat A & O Test" held in Jackson, MS and approve reimbursement of meal expenses.
- B. Approve travel request for Code Enforcement Officer, Sasha James, to attend the "Keep Mississippi/Alabama Beautiful Conference" to be held in Flowood, MS, and approve payment of \$136.30 for travel expenses and reimbursement for meal expenses.
- C. Accept letter of resignation from Alexander Rucker, effective October 6, 2020.
- D. Approve permit request submitted by Grozie Thomas, on behalf of the Mississippi Headturners, to host a "Halloween Cruise/Parade" to be held on October 30, 2020, from 5:00 p.m. until 7:00 p.m., in areas of North, South and East Columbus.

Council Member Beard made a motion to approve the Consent Agenda as presented. Council Member Stewart seconded the motion. The Mayor called for discussion, and there being none, all Council Members present voted in favor of same, with a unanimous vote.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA

A. General Comments from the Mayor and Council Members

Mayor Smith announced that Glenda Buckhalter will hold a Breast Cancer Awareness event on Wednesday, October 21, 2020 at 6:00 p.m. at the Soccerplex and invited the public to attend. Pink balloons will be released.

A City Turkey Drive will be held November 3, 2020. Anyone wishing to donate a turkey(s) can take them to the specified drop-off locations that was announced.

B. Monthly Report from the Columbus Fire and Rescue Department for September 2020

The Monthly Report from the Columbus Fire and Rescue Department for September 2020 was presented. No action was taken.

C. Monthly Report from the Municipal Court Division for September 2020

The Monthly Report from the Municipal Court Division for September 2020 was presented. No action was taken.

D. Monthly Report from the Public Works Department for September 2020

The Monthly Report from the Public Works Department for September 2020 was presented. No action was taken.

E. Monthly Report from the City Planning and Community Development Department for September 2020

The Monthly Report from the City Planning and Community Development Department for September 2020 was presented. No action was taken.

F. Monthly Report from the Code Enforcement Department for September 2020

The Monthly Report from the Code Enforcement Department for September 2020 was presented. No action was taken.

G. Monthly Report from the Columbus Recreation Department for September 2020

The Monthly Report from the Columbus Recreation Department for September 2020 was presented. No action was taken.

H. Monthly Report from the Columbus Police Department for September 2020

The Monthly Report from the Columbus Police Department for September 2020 was presented. Council Member Mickens asked Chief Shelton how many patrolmen were on each shift. Chief Shelton responded by stating that three (3) shifts has eight (8) and one (1) shift has nine (9). Chief Shelton was then asked an incident in East Columbus that he believes the Chief should have contacted the elected officials. No action was taken.

I. Monthly Report from the Building Inspection Department for September 2020

The Monthly Report from the Building Inspection Department for September 2020 was presented. No action was taken.

J. Monthly Financial Report

Deliah Vaughn, CFO, distributed the Monthly Financial Report for September and remarked that the City currently has a combined total of \$15,278,977.70 which includes the \$6.2 Bond money for paving. The General Fund has a total of \$12,069,984.77 and Special Revenue Funds totaling \$3,208,992.93. The General Fund Operating Cash for the month of September was \$2,127,027.32; prior year was \$775,766.79, which is a \$1,351,260.53 difference from September 2019. The Sales Taxes collections for the month were \$852,567.23, which is an increase of \$38,014.33 compared to the same time last year.

K. BOARD VACANCIES

David Armstrong, COO, announced vacancies on various boards and remarked that no appointments can be made tonight.

BOARD OF ADJUSTMENT & APPEALS OF DEVELOPMENT CODES

- 1 Vacancy, Ralph McLain's 2-Year Term Expires 10/16/2020.
- Requirements: Applicants must be an Electrical Engineer or Contractor.
- Appointment will be made October 20, 2020
- No applicants at this time.

APPLICANTS:

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VII. CITIZENS INPUT AGENDA

VIII. POLICY AGENDA

A. Discuss/Approve the Municipal Compliance Questionnaire.

Ms. Deliah Vaughn, CFO, presented the Annual Municipal Compliance Questionnaire that is required for the Audit for approval. Council Member Jones made a motion to approve the Annual Municipal Compliance Questionnaire. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FOLLOWS:

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Columbus, P.O. Box 1408
Columbus, MS 39703
2. List the date and population of the latest official U.S. Census or most recent official census:
2010 Census, Population 23,640
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
See attachment
4. Period of time covered by this questionnaire:
From: Oct 01, 2019 To: September 30, 2020
5. Expiration date of current elected officials' term: June 2021

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

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PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

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11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

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PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)

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9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)

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(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2020

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of City of Columbus and, to the best of our knowledge and belief, all responses are accurate.

[Signature]
(City Clerk's Signature)

[Signature]
(Mayor's Signature)

10/20/2020
(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

B. Discuss/Approve Air Force License for use of Firing Range.

- . Council Member Beard made a motion to Renew the 5-Year Lease with Columbus Air Force Base and give Mayor the authority to sign the necessary documents. Council Member Gavin seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

THE JOINT RESOLUTION FOLLOWS:

C. Discuss/Approve recommendations from the October 13, 2020 Planning Commission meeting.

Permitted Use Request P/U 20-17

Gateway Personal Care Home
116 Lawrence Drive
Parcel #62W11-03-03700
C-3 Highway Commercial District

The Planning Commission recommends approval of request to allow an Elderly Housing Assisted Living Facility.

Council Member Mickens moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to allow an Elderly Housing Assisted Living Facility be approved as a Permitted Use. Council Member Beard seconded the motion. The Mayor asked if anyone in the audience objected to the permitted use application. No one answered. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion.

The motion carried.

D. Discuss/Approve Derelict Property Docket

THANDI GAUTIER AND ERIC GREEN
705 – 15th Street North
CASE NUMBER 20-0198 **VEGETATION**

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The General Counsel called cause number **20-0198**. No one appeared. Code Enforcement Officer Sasha James stated the property has been **remediated** by the owner, and it is his recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanliness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Jones made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**JOHN THOMPSON
2415 – 6th Avenue North
CASE NUMBER 20-0227 ABANDONED STRUCTURE**

The General Counsel called cause number **20-0227**. No one appeared. Code Enforcement Officer Sasha James stated the property has been **remediated** by the owner, and it is his recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanliness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Jones made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**CHARLEY'S PAWN SHOP, LLC
1016 Moss Street
CASE NUMBER 20-0150 VEGETATION**

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The General Counsel called cause number **20-0150**. No one appeared. Code Enforcement Officer Sasha James stated the property has been **remediated** by the owner, and it is his recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Jones made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

GEORGE & SYLVIA JONES
11th Street North
CASE NUMBER 20-0182

The General Counsel called cause number **20-0182**. George Harris appeared and remarked that his family no longer owns the property. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** on the structure, and that an Order be issued for the property. Council Member Jones made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

KATRINA L. WATKINS
319 Florence Street
CASE NUMBER 20-0220 RUBBISH AND GARBAGE

The General Counsel called cause number **20-0220**. No one appeared. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanness as to be a menace to the public under Section 21-19-11 of the

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Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** on the structure, and that an Order be issued for the property. Council Member Jones made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Council Member Gavin seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

E. Discuss/Approve City/County Drug Task Force Agreement.

General Counsel Turnage discussed the terms of the Interlocal Cooperation Agreement . Memorandum of Understanding for Lowndes Metro Drug Task Force. Council Member Gavin made a motion to approve the Agreement Between the Board of Supervisors Lowndes County, Mississippi Sheriff Eddie Hawkins and the Mayor and City Council of Columbus, Mississippi and Chief Fred Shelton of the Columbus Police Department and their respective successors And/or assigns. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE INTERLOCAL COOPERATION AGREEMENT FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

STATE OF MISSISSIPPI
COUNTY OF LOWNDES

INTERLOCAL COOPERATION AGREEMENT / MEMORANDUM OF
UNDERSTANDING FOR LOWNDES METRO DRUG TASK FORCE

This Agreement is made and entered into this date by and between the Board of Supervisors Lowndes County, Mississippi, Sheriff Eddie Hawkins and the Mayor and City Council of Columbus, Mississippi and Chief Fred Shelton of the Columbus Police Department and their respective successors and/or assigns.

WITNESSETH:

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

WHEREAS, Sheriff Eddie Hawkins 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 Fred Shelton 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. *Definitions:*

The following terms shall have the following meaning for purposes of this Agreement:

- a. *Member* shall mean a law enforcement officer or other employee of one of the parties who is assigned to and working for the Task Force to perform law enforcement duties or training under the control of the Task Force command structure. A Full-Time Member shall be a member who is assigned to the Task Force for an average of not less than forty (40) hours per week on an annual basis. A Part-Time Member shall be a

member who is assigned to the Task Force for an average of twenty (20) hours per week on an annual basis.

b. *Officer* shall mean a sworn law enforcement officer having jurisdiction within the geographic territory of any of the parties to this Agreement;

c. *Sheriff* shall mean the duly elected or appointed Sheriff of Lowndes County, Mississippi, or his designee.

d. *Task Force Commander* shall mean a law enforcement officer holding the minimum rank of Captain, or a person possessing equivalent experience and training demonstrated to operate a multi-agency drug task force designated by the Lowndes County Sheriff, who has over-all command responsibility for the planning, training and day-to day operations of the Task Force.

e. *Interim Task Force Commander* shall mean the direct law enforcement supervisor of the Task Force Commander.

f. *County* shall mean the Lowndes County, Mississippi Board of Supervisors.

g. *City* shall mean the Mayor and City Council of Columbus, Mississippi.

II. *Purpose and Scope of the Unit:*

The governmental authorities of Lowndes County, Mississippi, the City of Columbus, Mississippi, as well as the Lowndes County Sheriffs Office and the Columbus Police Department agree to mutually support a Drug Enforcement Task Force (sometimes referred to as the "Task Force") to be funded jointly by Lowndes County, Mississippi and Columbus, Mississippi. The Taskforce is designed to facilitate drug investigations using the collaboration of various jurisdictions. The main purpose of the Task Force is drug investigations on a large scale or of a complex nature. However, the Task Force will target street level drug dealers when appropriate or at the request of any Task Force member. Any Task Force member may also request assistance with investigations other than drugs investigations, and the Task Force will assist with manpower/equipment as practical and available.

III. *Term and Duration:*

This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may terminate its participation as a party to the Agreement upon the giving of ninety (90) days written notice to the other party. After giving notice of intent to terminate participation, there is no expectation that affected personnel will remain assigned to the Task Force; however, the parties agree that they shall ensure such personnel cooperate to maintain the integrity of criminal cases and court procedures.

IV. *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 who are members of the Drug Task Force shall remain employees of the City of Columbus. While they are subject to supervision of the Task Force Commander, should they require disciplinary action, they will receive same upon recommendation of the Task Force Commander, 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.

V. *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 has declared that the primary law enforcement Officer in any county in the State of the 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.

VI. *Assignment of Personnel,
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 Sheriffs Office, one of whom will be designated The Task Force Commander. The City shall have all four (4) certified officers as soon as it may practically supply same without impairing or impeding its ability to provide patrol obligations to its citizens. Any certified officers provided by the City must have approval of a majority of the membership of the Task Force. Once fully staffed, vacancies within the membership of the Task Force shall be filled only upon the approval of the majority 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 member of the Columbus Police Department or the Lowndes County 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 cost of the salary and the benefits for this employee shall be paid at the prevailing local wage of employees with similar job duties and shall be shared equally between the City and the County. Should the Task Force Commander decide that additional secretarial staff is needed, then the Task Force Commander and the Sheriff shall confer with the City to discuss the needs and the cost involved with a new hire and determine whether such person is needed. If the City and the Sheriff agree to the additional hire, then in that event the City and the County shall share equally the cost 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 approved by the majority of 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. The County shall invoice the City not less frequently than quarterly for any salary and benefit to which the City has agreed to share with the County, and the City shall remit such sums within thirty (30) days after such invoices are submitted.

VII. *Command Structure:*

The Task Force shall at all times be supervised by the Task Force Commander and he/she shall be responsible for overseeing all operations and investigations including, but not limited to, approving search warrants, narcotic purchases, buy-busts, buy - walks, and the assignment of individual case assignments. If the Task Force Commander is unavailable, then the second ranking supervisor, holding the rank of Lieutenant, will become the Interim Task Force Commander. All other agents and/or investigators will report to the Lieutenant.

VIII. *Powers and Authority:*

(a) As to its power and authority, the Drug Enforcement Task Force shall have only the power and authority granted to the sheriffs by Mississippi law in the enforcement of the criminal laws with emphasis on enforcement of laws dealing with illegal possession of controlled substances, and the members of the Task Force shall exercise only the power and authority authorized by such laws. The parties hereto shall hold expressly 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 approval of the Task Force Commander. The Task Force shall operate with 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 the 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, 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, whether Justice Court, Columbus Municipal Court or Circuit Court, based upon where a narcotics case is originated. 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 an effort to expedite the judicial process. Because the Task Force is being managed by the Lowndes County Sheriff's Office, all felony drug charges will be filed in the Justice Court of Lowndes County. Notwithstanding the aforementioned agreement for the initial venue for filing of felony drug cases, when an incident that gives rise to a felony drug arrest results from a City Police Department initiated traffic stop or other seizure within the City of Columbus, any and all misdemeanor citations issued from such incidents shall be prosecuted in municipal court.

(c) Except as set forth herein, the Task Force shall utilize the Columbus Forensic Crime Lab for analysis of all drug, fingerprint, video and cell phone evidence or other seizures obtained by the Taskforce Members. This analysis shall be at no cost to the Task Force or Lowndes County. Cases that will be prosecuted at the federal level, and the analysis of such drug exhibits, may be sent to other labs for analysis at the request or direction of federal prosecutors. The analysis of the Task Force cases submitted to the Columbus Crime Lab shall be priority over cases submitted by other agencies.

IX. *Use of Vehicles:*

The Task Force members' general transportation expenses to and from work and training duties shall be provided by the members' employing law enforcement agencies. Task Force members may be required to operate vehicles owned by Lowndes County while assigned to and performing duties for the Task Force. The employing law enforcement agencies shall provide insurance coverage for their employees who operate vehicles owned by other parties to this Agreement.

X. *Facilities and Equipment:*

Each party to this agreement will supply its Task Force members with basic police equipment and supplies as is customary for the law enforcement agency, which equipment and supplies shall at all times remain the property of the supplying agency. The supplied equipment may be utilized for Task Force duties at the discretion and order of the Task Force Commander. Any equipment that is utilized for Task Force duties, that is owned by the City and lost or damaged while being used exclusively by the Task Force, will be replaced or repaired by the Task Force. In any such case, ownership of such supplies and equipment shall remain in the City. All specialized equipment and supplies supplied by the County for use by the Task Force and its members while carrying out their training and duty assignments shall be the property of Lowndes County. The said property, which is purchased by the Lowndes County Task Force

shall remain under the exclusive control of the Lowndes County Sheriff and his designee(s). Lowndes County shall provide suitable space for housing the operations and equipment of the Task Force. The cost for all utilities, office supplies and other reasonable monthly expenses, maintenance and repairs, shall be borne by the County through funds generated from asset forfeitures under Article XIV. To the extent such funds are inadequate to fund such expenses/then, in that case, such cost shall be paid by the County.

XI. Approvals:

Each Governing Authority as defined by sec. 17-13-5 of the Mississippi Code of 1972, Annotated, as amended, of each party of this Agreement has approved the entering into this Agreement by resolution entered onto 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 filling of this Agreement with the Chancery Clerk shall be Effective Date of this Agreement.

XII. Termination and Amendments:

Except as set forth herein, in Article XXIII, the parties hereto agree to continue their participation under this Agreement throughout the period specified in Paragraph III, 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.

XIII. Sale and Distribution of Seized Assets:

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, including, but not limited to, the purchase of supplies, payment of reasonable cost of operations, funding drug buy-money, purchase of equipment, evidence bags, test kits, equipment, office supplies and other items reasonably needed for the productive and safe operation of the Task Force. Excess funds above and beyond those needed to fund the cost described hereinabove shall be used to supply the Drug Purchase Funds described below. The County shall, not less than quarterly, deliver a written report to the City, which report will contain the status of forfeiture proceedings, the amounts on hand, and all and any distributions of such funds.

XIV. Drug Purchase Funds:

To the extent necessary to maintain an account balance of \$20,000, all monies used by the Task Force for the purpose of buying drug or other contraband in the course of enforcing the criminal laws of the State of Mississippi and the United States of America shall be provided equally by the Lowndes County Sheriff's Office and the Columbus Police Department. Vouchers for said transactions will be turned over to the Task Force Commander who will maintain a log of vouchers and all expenditures. As vouchers are turned in to the Task Force Commander, vouchers shall be forwarded to the City and County for reimbursement to maintain the account balance at \$20,000. The County and the City shall contribute to this fund equally to maintain the balance at \$20,000.

XV. Rules and Regulations:

As soon as is practicable after execution of this Agreement by the original participating agencies, the Sheriff shall promulgate and distribute to all agencies a set of rules and regulations governing the training and operations of the Task Force and its personnel.

XVI. Powers of Officers:

An Oath of Office will be administered by the Lowndes County Sheriff to assigned Task Force members from the City of Columbus when the performance of the officers' duties within any of the parties jurisdictions is pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions. The City of Columbus also agrees to pay for the bond amounts of each Task Force member assigned from the Columbus Police Department.

XVII. Consideration:

The mutual promises contained herein serve as adequate consideration.

XVIII. Disclaimer of Liability:

To the extent permitted by law, it is agreed that in no case shall any of the parties herein be liable in damages to any other party hereto for lack of speed in supplying assigned personnel, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of the use of such law enforcement equipment and/or personnel.

XIX. Privileges and Immunity:

The parties intend for all assigned law enforcement agencies and their officers to enjoy the fullest privileges and immunities available to officers of the requesting law enforcement.

XX. Duty to Defend:

Each party hereto agrees to maintain liability insurance covering the actions of the individual officers of the Task Force employed by such parties and to promptly report any claims and to defend against any liability, suits, losses, judgments, damages or other claims or demands of any nature whatsoever, brought as a result of the alleged actions or omissions of its law enforcement officers and/or other employees or officials in the performance of this agreement.

XXI. Compensation of Employees:

Each law enforcement agency shall continue to provide the same salaries, overtime pay, vacation, sick leave, insurance, workers compensation, retirement and other fringe benefits to its employees while they are assigned to the Task Force under this Agreement, as those employees would receive while directly under the command of their employing law enforcement agency.

XXII. Reporting and Review Requirements:

The Commander of the Task Force shall prepare and distribute quarterly financial and statistical reports to all participating agencies. The agencies shall annually review the performance of the Task Force and the terms of this Agreement on or about the anniversary of the execution of this Agreement by the initial signatory agencies.

XXIII. Duration of Agreement:

See Article III, Term.

XXIV. Non-exclusive Participation:

Participation in this Agreement shall not preclude or limit the continued or subsequent participation of any of the law enforcement agencies in other drug enforcement activities, agreements or task forces at the local, state and/or federal level.

XXV. Effective Date:

This Agreement shall become operative as to the undersigned parties when executed by the last one of them. A copy of this Agreement shall be filed with the Lowndes County Chancery Clerk after approval by the Mississippi Attorney General.

XXVI. Execution:

This Agreement may be executed in multiple counterparts and at different times.

IN WITNESS WHEREOF, each of the parties hereto has caused the signature of its appropriate

MEETING OF
THE MAYOR AND CITY COUNCIL
OCTOBER 20, 2020

official(s) to be set hereto pursuant to the authority of its appropriate legislative authority.

Eddie Hawkins	_____	_____
Lowndes County Sheriff	Signature	Date
Lowndes County, Mississippi Sheriff's Office		

Fred Shelton	_____	_____
Chief of Police	Signature	Date
Columbus, Mississippi Police Department		

Robert E. Smith, Sr.	_____	_____
Mayor	Signature	Date
City of Columbus, Mississippi		

Trip Hairston	_____	_____
President, Lowndes County	Signature	Date
Mississippi Board of Supervisors		

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