

CITY OF THIBODAUX

POLICE DEPARTMENT

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BRYAN P. ZERINGUE
CHIEF OF POLICE

June 13, 2018

I, Bryan P. Zeringue, Chief of Police of the Thibodaux Police Department am requesting that Detective Beau Prejean receive a Special Officer's Commission through the Louisiana Department of Public Safety, Office of State Police. This commission is requested to allow Detective Beau Prejean to be a member of the Louisiana State Police-Criminal Investigations Division-Violent Crime/Narcotics Task Force operating in the Houma Field Office's area of responsibility. This will allow our two agencies to better share intelligence and coordinate law enforcement activities and operations to positively impact the citizens we both serve.

Respectfully,


Bryan P. Zeringue
Chief of Police

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE LA DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONS, PUBLIC SAFETY SERVICES, OFFICE OF STATE
POLICE (LSP) AND THE THIBODAUX POLICE DEPARTMENT**

This MOU is entered into by the Office of State Police and the Thibodaux Police Department in order to establish and to set forth guidelines for the assignment of one (1) Officer to the LSP Bureau of Investigation Criminal Investigations Division.

This agreement is made on this the _____ day of _____, 2018 between the Louisiana Department of Public Safety and Corrections, Public Safety Services, Office of State Police, a political subdivision of the State of Louisiana, hereinafter called "LSP" and the Thibodaux Police Department, hereinafter called TPD under the following terms and conditions:

LSP has identified the TPD as a potential partner in the pursuit of the goals of the LSP/BOI/CID Houma Field Office. As such, TPD has agreed to work with the LSP/BOI/CID Houma Field Officer to perform the duties and activities outlined below:

- A) Disrupt the illicit drug distribution in the Troop C area by immobilizing targeted violators and trafficking organizations; Disrupt violent crimes by immobilizing targeted violators responsible for the commission of violent crimes;
- B) Gather and report intelligence data relating to trafficking in narcotics, dangerous drugs, and violent crimes;
- C) Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Louisiana.

To accomplish the objectives of the LSP/BOI/CID Houma Field Office, TPD agrees to detail one (1) experienced officer to the LSP/BOI/CID Houma Field Office for a period of not less than two years from the date of signing of this agreement. During this period of assignment, the TPD officer will be under the direct supervision and control of LSP/BOI/CID supervisory personnel assigned to the Houma Field Office. This MOU may be terminated by either party with a 30 (thirty) days advance written notice.

The TPD officer assigned to the group shall adhere to all LSP/BOI/CID policies and procedures. These policies and procedures shall be made available to the officer prior to assignment to the LSP/BOI/CID Houma Field Office. Failure to adhere to these policies and procedures shall be grounds for dismissal from the group.

During the period of assignment to LSP/BOI/CID Houma Field Office, TPD will remain responsible for establishing the salaries and benefits, including overtime, of the officer assigned to LSP/BOI/CID Houma Field Office and for making all payments due to the

officer. In no event will TPD charge any indirect cost rate to LSP/BOI/CID Houma Field Office for the administration or implantation of this agreement.

TPD shall ensure the TPD officer assigned to the group will maintain training and equipment necessary for his anticipated duties. TPD shall be responsible for all related costs, including training/travel expenses, in-service training, vehicle and vehicle related expenses and equipment related to the assignment.

During the period of assignment to LSP/BOI/CID, TPD will remain responsible for establishing the salaries and benefits, including overtime, of the TPD officer assigned to LSP/BOI/CID group and for making all payments due to the officer. LSP/BOI/CID will, subject to availability of funds, reimburse TPD for overtime payments made by it to the TPD officer assigned to the LSP/BOI/CID group according to the terms of a separate award for LSP/BOI/CID to TPD through its fiscal agent, the Houma Field Offices. In no event will TPD charge any indirect cost rate to LSP/BOI/CID for the administration or implementation of this agreement.

TPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditure of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by LSP/BOI/CID Houma Field Office to facilitate on-site inspection and audition of such records and accounts.

Any determinations concerning asset forfeiture/asset sharing and the percentage amount for other agencies, including TPD, participating in a LSP state seizure (our of LSP's 60%) will be made by the LSP Office in Charge or Unit Supervisor (OIC) per BOI policy and procedure.

During the term of this MOU, and after its conclusion, all records reports, worksheets, data or any other information or material related to this MOU or produced by effort made under this MOU, shall remain or become the property of LSP. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

TPD, its agents and assigns agree to conduct themselves in a professional manner, in accordance with LSP/BOI/CID Houma Field Office and TPD policies, and additionally TPD agrees to indemnify and hold LSP harmless for damages caused by intentional misconduct or gross negligence of the officer assigned to work with LSP/BOI/CID Houma Field Office. The TPD officer assigned to LSP/BOI/CID Houma Field Office shall be commissioned by the Superintendent of LSP pursuant to La. R.S. 40:1379.1.

TPD agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights of 1964, as amended by the amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and

contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. TPD agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by TPD, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

WITNESSES:

WITNESSES:

WITNESSES:

LA STATE POLICE:

Col. Kevin Reeves, Superintendent

Date: _____
7919 Independence Blvd
Baton Rouge, LA 70806
225-925-6118

CITY OF THIBODAUX

Tommy Eschete, Mayor

Date: _____
310 W. 2nd Street
Thibodaux, LA 70301
985-446-7218

THIBODAUX POLICE DEPT

Bryan P. Zeringue, Chief of Police

Date: _____
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Thibodaux, LA 70301
985-446-7287