

BROWN-LYON-REDWOOD-RENVILLE DRUG TASK FORCE JOINT POWERS AGREEMENT

This Agreement is entered into between the counties of Brown, Lyon, Redwood, and Renville by and through their respective County Board and Sheriff, the cities of New Ulm, Redwood Falls, and Marshall, by and through their respective City Council and Police Chief, and the Lower Sioux Police Department by and through its Tribal Council and Police Chief (hereinafter collectively referred to as the "Parties").

WHEREAS, the Parties are each respectively charged with the enforcement of the laws of the State of Minnesota in their respective jurisdictions; and

WHEREAS, the Parties desire to promote the effective enforcement of such laws, particularly as they relate to laws concerning controlled substances; and

WHEREAS, the nature of illegal controlled substance activity is such that coordinated, multi-jurisdictional efforts are needed for effective enforcement; and

WHEREAS, the purpose of this Agreement is to create a cooperative law enforcement effort that involves at least one dedicated full-time licensed peace officer who is responsible for all controlled substance investigations and for the development of a system of sharing intelligence information among participating agencies; and

WHEREAS, multi-jurisdictional drug task forces must have a governing board comprised of representatives from each participating agency that meets regularly and an interagency agreement addressing staffing, supervision, program income and equipment; and

WHEREAS, all drug task forces must have a viable infrastructure to prepare grant proposals, maintain statistics on operations, account for grant expenditures, track program income, and manage confidential funds in accordance with statewide policy.

NOW, THEREFORE, pursuant to Minnesota Statute § 471.59, the Joint Exercise of Powers, the Parties agree as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2016, and shall continue in full force and effect until terminated by the Parties pursuant to Section 4 of this Agreement.

2. GOVERNING BOARD

2.1. The powers, duties, and purpose of the Brown-Lyon-Redwood-Renville Drug Task Force shall be carried out through a governing board. Members of this board shall be known as "Directors." The Board shall consist of the Sheriff or Chief of Police of each participating governmental unit, or his/her designee. Each board member shall have one vote. The Directors of the participating governmental units shall appoint a prosecuting attorney from one of their jurisdictions to also serve as its legal counsel. The prosecuting attorney is a member of the Board but shall not have a vote on any matter before the Board. The prosecuting attorney shall provide legal advice and guidance to the Board as requested.

2.2. The Board shall elect a Chairperson to serve for one year. The Chairperson will preside at meetings. The Board shall also elect a Vice-Chair who shall assume the powers and duties of the Chairperson during a period of absence or incapacity and shall perform such additional duties and functions as the Board may direct. The Chair and Vice-Chair shall be elected at the first meeting of the year.

2.3. A majority of Directors of the Board are required to constitute a quorum. A simple majority vote of the Directors present at a meeting with a valid quorum is required for the Board to take action.

2.4. Other entities may become a Party to this agreement upon approval of two-thirds (2/3) of the then existing Board. Upon such approval, the number of members on the Board shall be increased by one for each new Party. The new Party's Sheriff or Chief of Police, or his/her designee shall serve as a Director on the Board and shall have one vote.

2.5. The time and place of regular and special meetings shall be established by the Board. Special meetings may be called by the Chairperson or upon the request of at least two Directors on the Board. Notice of meetings shall be mailed or otherwise delivered as approved by the Board to each Director at least three days before regular meetings of the Board. Notices shall include an agenda containing those items to be considered at the meeting.

3. BOARD OF DIRECTORS' POWERS AND DUTIES

The Board of Directors shall possess all the powers and duties to:

3.1. Contribute financially to the establishment and the continued operation of the task force through the commitment of time and resources, as approved by each party's respective County Board, City Council, or Tribal Council.

3.2. Direct the ongoing management and operation of the task force including the establishment of funds and accounts necessary for the task force to comply with state and/or federal guidelines. The Board shall select a Fiscal Agent to be responsible for the accounting and financial obligations of the drug task force operations to provide for the proper receipts and disbursement of funds, and to perform all other duties normally assigned to the Treasurer of a deliberative body.

3.3. Adopt internal written policies and cooperative procedures for the operation of the task force, in order to implement this Agreement to the maximum extent possible.

3.4. Jointly plan and provide information, access to training opportunities and technical assistance for the staff members of the individual Parties to facilitate the purpose of the task force, when feasible.

3.5. Elect general legal counsel to provide legal assistance and recommendations relative to the general operations, duties, and functions of the task force members and its Board. That legal counsel shall receive notice for and attend Board of Director meetings, as available.

3.6. Comply with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records, and maintain confidentiality of information that is not otherwise exempt as provided by law.

- 3.7. Apply for the use of any state or federal funds or new federal reimbursements to task force programs resulting from federal revenue enhancement to expand expenditures for task force goals.
- 3.8. Provide an annual report on the progress of the task force to all Parties. This report shall include, but not be limited to, finance, governance, and information management updates.
- 3.9. Contribute to the collection of data required to complete the task force's evaluation plan and the state annual progress report.
- 3.10. Adopt by-laws as necessary to conduct Board business.
- 3.11. Set the financial contribution required from all Parties on an annual basis, as approved by each Party's respective County Board, City Council, or Tribal Council.
- 3.12. Procure and maintain property, casualty, and professional liability insurance as required by law or as deemed appropriate and prudent by the Parties.
- 3.13. Elect a person to assist in keeping a record of all proceedings of the Board of Directors and to perform all other duties normally assigned to the Secretary of a deliberative body.
- 3.14. The Board of Directors may constitute and convene such committees as it deems necessary and appropriate. The Board shall determine respective membership, duration, structure, if any, designation and the election of officers and operating procedures of any committee. The Chairperson, with the approval of the Board, shall appoint the members and the Chairperson of each committee.
- 3.15. The Board of Directors shall have the authority to utilize funds received under this Agreement for any of the purposes outlined herein.

4. TERMINATION

Any Party shall have the right to withdraw from this Agreement or a Party may be terminated from this Agreement as set forth below.

- 4.1. The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on December 31st of the calendar year of withdrawal from this Agreement. The withdrawing Party shall send a copy of such resolution to the Chairperson of the Board of Directors no later than September 30th of the calendar year of withdrawal from this agreement.
- 4.2. Upon receipt of the resolution to a withdrawal, the Chairperson of the Board of Directors shall send a copy of said resolution to each Party within five (5) working days.
- 4.3. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent year.
- 4.4. The withdrawing Party shall not be entitled to a refund of monies contributed to the task force prior to the effective date of the withdrawal. The Fiscal Host will provide a fiscal accounting to the withdrawing party of funds within sixty (60) days of the effective date of the withdrawal.

4.5. Failure to comply with the terms of this Agreement by any individual Party may result in termination of membership to this Agreement. A Party's termination shall be by a majority vote of the full Board of Directors following consideration of the nature and extent of the violation(s). A terminated Party shall not be entitled to a refund of any contributed monies or property given to the drug task force unless approved by a majority vote of the full Board of Directors.

4.6. Notwithstanding any Party's decision to withdraw from this Agreement, or in the case of a Party's termination of membership to this Agreement, this Agreement and the remaining Board of Directors created herein shall continue in force until and unless all remaining Parties mutually agree to terminate the Agreement by joint resolution, or when membership on the Board of Directors is reduced to less than two Parties.

4.7. In the case of the Parties' mutual agreement to terminate this Agreement, the Board of Directors shall continue to exist for the limited purpose of discharging the Board of Directors' debts and liabilities, settling its affairs, and disposing of its property.

4.8. In the event that the Fiscal Host exercises its option to withdraw under the terms of this Agreement, the Board of Directors shall solicit a Party to volunteer as the new Fiscal Host. The new Fiscal Host shall become effective upon the effective date of the prior Fiscal Host's withdrawal. If no new Fiscal Host volunteers, this Agreement shall be terminated, notwithstanding any provision of this Agreement to the contrary.

5. **DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION**

All property, real and personal, held by the drug task force at the time of termination shall be distributed by resolution of the Board of Directors as allowed by law and in a manner to best accommodate its task force efforts.

6. **INDEBTEDNESS**

The Fiscal Agent shall sign all warrants or other evidence of indebtedness at any time issued by the Brown-Lyon-Redwood-Renville Drug Task Force no larger than \$15,000 per claim. If a claim against the Task Force is higher than \$15,000 it will require prior approval by the Task Force Advisory Board or written approval by the Board Chair.

7. **REVENUE**

All revenues of the task force, and the earnings those revenues generate, shall remain property of the task force. The Fiscal Agent shall deposit all monies received on behalf of the Task Force in the bank or depository designated by the fiscal agent. All monies shall be deposited in the name of the Brown-Lyon-Redwood-Renville Drug Task Force.

8. **CONTRIBUTIONS**

Each Party to this Agreement that is a police department or sheriff's department shall contribute cash, personnel, and in-kind resources to the task force. Each Party shall assign such licensed peace officers

and unlicensed personnel as that party deems appropriate to assist and participate in the Brown-Lyon-Redwood-Renville Drug Task Force. Each Party shall designate and advise all other Parties of the name or names of such person or persons who shall have authority to assign personnel to operate the provisions of this Agreement.

9. MEMBER RESPONSIBILITIES

9.1. Calls for Assistance. Whenever an officer of a Party believes that assistance is needed from one or more of the other Parties in the enforcement of controlled substance laws, the Party desiring assistance shall make an oral or written request for assistance to another Party or Parties. Upon receipt of a request for assistance, the responding Party or Parties may assign and direct such personnel as that Party deems fit to provide assistance in the nature and to the extent it deems fit. A Party which is requested to provide assistance shall make a good faith effort to provide the assistance requested, but no guarantee is made that the requested assistance will be provided, and each Party expressly agrees that failure to provide requested assistance will not result in any liability claim by the requesting Party against the other Party. Whenever a Party provides mutual assistance to another Party under this Agreement, those Parties shall remain an employee and agent of the agency providing assistance. The Party providing the assistance shall remain under the ultimate direction and control of the agency by which they are employed, and all acts and coverages shall be the same as if they were acting in the course and scope of the employment of that Party.

9.2. Officer Authority. Licensed peace officers and licensed part-time peace officers who act under the terms of this agreement shall be granted peace officer authority to the full extent authorized by Minnesota Statutes, including, but not limited to Minn. Stat §§ 629.34 and 629.40. To the extent necessary, the Parties agree that each may grant peace officer authority to licensed peace officers and licensed part-time peace officers already employed in that capacity by another Party. In such cases, the officer so appointed shall for all purposes other than peace officer authority, remain an employee of the initial appointing party for Purposes of this Agreement herein.

9.3 Coordinating Authority. The Task Force Commander shall be responsible for the day-to-day operations of the task force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Task Force Commander shall make sure that task force policies and procedures are followed.

9.4 Fiscal Agency. The City of New Ulm shall be responsible for fiscal management of the task force grant and other resources such as cash contributions, program income (forfeiture proceeds, restitution and fines) and oversight of confidential funds. The Fiscal Agent shall present the Drug Task Force Advisory Board with a report monthly or as otherwise directed by the Task Force Advisory Board, setting forth in detail all monies received and paid out on behalf of the Drug Task Force since the last report. At the end of each fiscal year a similar report shall be presented to the Drug Task Force Advisory Board showing all receipts and disbursements of the Drug Task Force for the fiscal year ending. The Fiscal Agent shall complete an audit of all financial resources of the Brown-Lyon-Redwood-Renville Drug Task Force at least annually and shall make such reports available to all Parties. All said reports shall be in such form as may be prescribed by the Task Force Advisory Board. Buy funds shall be reconciled at least quarterly and reports shall be distributed to the representative of each Party at the Advisory Board meeting. Any Party to this Agreement may request and obtain access to any and all financial records pertaining to the fiscal management of the Task Force. The Board of Directors may, in its discretion and at any time, request an independent audit of the Brown-Lyon-Redwood-Renville Drug Task Force's finances.

9.5 Restitution and Forfeitures. Any assets or property subject to legal forfeiture as a result of enforcement or obtained under any criminal restitution received under this Agreement shall be used and/or distributed to the Parties as follows:

- a. With the approval of the Board of Directors, the assets or proceeds may be reinvested in the task force in accordance with applicable federal and state law.
- b. The property may, if practicable, be split equally among the Parties to this joint powers agreement and the State of Minnesota in accordance with federal and state law.
- c. In cases subject to federal forfeiture proceedings, distribution of forfeited assets shall be in equal shares among the parties to these joint powers agreement with the federal government receiving either an equal share or its share as governed by federal statutes or regulations.
- d. All seized, held and/or forfeitable property shall be documented and safeguarded in accordance with the procedures set forth in the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual, and applicable state and federal law.

The Parties agree that in any cases in which the Brown-Lyon-Redwood-Renville Drug Task Force cooperates with another jurisdiction (e.g., another task force or a local, state or federal agency) that the supervising investigators on the scene of any arrest will negotiate a split based upon the amount of effort expended in the investigation and document said agreement.

9.6 Policy Manual. The Parties agree to abide by the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual.

10. INSURANCE AND INDEMNIFICATION

10.1. Parties to this Agreement shall maintain workers compensation insurance, automobile insurance including general liability insurance for bodily injury, personal injury insurance, and property damage insurance for their officials and employees in the performance of duties arising from this Agreement and provide certification and evidence of such coverage to the other Parties within ten (10) days of signing this Agreement.

10.2. Each Party to this Agreement agrees to defend the action of its own officers and agrees to hold harmless, indemnify, and defend the other parties, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including payment of reasonable attorney's fees, arising from, allegedly arising from or related to the acts of its own officers in the performance of duties contemplated by this Agreement.

10.3. The Parties do not waive the limits of liability and immunity as governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws.

10.4. Each Party shall be responsible and liable for its own personnel, equipment, and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this Agreement unless some alternative arrangement is provided for in writing.

11. MODIFICATION

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid once they have been reduced to writing and signed by the authorized representatives from each of the Parties.

12. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

13. FEDERAL / STATE FUNDING

In the event that the Brown-Lyon-Redwood-Renville Drug Task Force becomes ineligible for State, Federal or local financial participation, the parties agree to review the Agreement within thirty (30) days of the determination of the ineligibility. Notwithstanding any provision of this Agreement to the contrary, any party may withdraw from this Agreement after the thirty-day review of the Agreement following determination of ineligibility under this paragraph upon thirty (30) days written notice.

14. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts shall be delivered to the Brown-Lyon-Renville Drug Task Force Legal Counsel who will make each a part of this Agreement by attaching each hereto.

15. MERGER

This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements.

IN WITNESS WHEREOF:

Brown County

Lyon County

Chair, Brown County Board of Commissioners
Dated: _____

Chair, Lyon County Board of Commissioners
Dated: _____

Attested to:

Attested to:

Brown County Administrator

Lyon County Administrator

Redwood County

Chair, Redwood County Board of Commissioners
Dated: _____

Attested to:

Redwood County Administrator

City of Marshall

Mayor, Marshall City Council
Dated: _____

Attested to:

Marshall City Administrator/Clerk

City of Redwood Falls

Mayor, Redwood Falls City Council
Dated: _____

Attested to:

Redwood Falls City Administrator

Renville County

Chair, Renville County Board of Commissioners
Dated: _____

Attested to:

Renville County Administrator

City of New Ulm

Mayor, New Ulm City Council
Dated: _____

Attested to:

New Ulm City Administrator

Lower Sioux Indian Community

Chair, Lower Sioux Tribal Council
Dated: _____

Attested to:

Lower Sioux Tribal Council Clerk