



## **SOUTHWEST METRO DRUG TASK FORCE JOINT POWERS AGREEMENT**

This Joint Powers Agreement (“Agreement”), is entered by and between the Counties of Carver, McLeod, and Scott, on behalf of their Sheriff’s Offices, the Cities of Belle Plaine, Brownton, Chaska, Hutchinson, Lester Prairie, New Prague, Jordan, Prior Lake, and Shakopee, on behalf of their Police Departments, and the Cities of Carver, Chanhassen, Cologne, Mayer, Norwood Young America, Waconia, and Watertown (“Governmental Units”).

### **Recitals**

Under Minnesota Statutes § 471.59, the Governmental Units are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to reduce felony level drug trafficking and related violent crime within the parties’ jurisdictions.

### **Agreement**

#### **1. Term of Agreement**

**1.1 Effective Date.** This Agreement is effective January 1, 2024.

**1.2 Expiration Date.** This Agreement expires December 31, 2028, unless terminated earlier pursuant to clause 17.

#### **2. Purpose**

The Governmental Units enter into this Agreement to establish an organization through which the parties may jointly and cooperatively provide for and operate a multi jurisdictional drug task force, the Southwest Metro Drug Task Force (SWMDTF).

#### **3. Membership**

**3.1** Any Governmental Unit with a law enforcement agency, located in Carver, McLeod, or Scott County is eligible to be a “Member” or “Partner” of the SWMDTF.

**3.2** A Governmental Unit desiring to be a Member or Partner, shall submit their request in writing and shall be admitted only upon the favorable vote of two-thirds of the Governing Board of Directors. If admitted, the new Governmental Unit shall execute a copy of this Agreement and provide personnel, or pay the established Membership dues, as stated within.

#### **4. Organizational Structure**

**4.1 SWMDTF.** A multi-jurisdictional tactical unit consisting of Member and Partner agencies.

**4.2 Member.** A Governmental Unit providing personnel or paying Member dues with voting rights in SWMDTF business.

- 4.3 Partner.** A Governmental Unit with desire to follow closely the activities of the SWMDTF but not providing personnel or paying Partner dues and not having voting rights in SWMDTF business.
- 4.4 Governing Board of Directors/Directors.** The governing body of the SWMDTF, composed of the full-time, licensed chief law enforcement officer employed by each Member, or their designee. Directors shall not be compensated by the SWMDTF.
- 4.5 Executive Director.** An incumbent of the Governing Board of Directors, representing the same Member agency of the appointed Commander, assigned to a lead role for the Directors.
- 4.6 Commander.** A full-time, licensed peace officer employed by the Executive Director's Member's agency, assigned to devote 100 percent of their work time to directing Agents and overseeing all operational activities of the SWMDTF.
- 4.7 Agents.** Full-time, licensed peace officers employed by Member agencies and assigned to devote 100 percent of their work time to SWMDTF operations.
- 4.8 Business Agent.** A qualified staff person employed by a Member's agency and appointed by the Governing Board of Directors to maintain the SWMDTF financial records and coordinate this Agreement.
- 4.9 Support Staff.** An Administrative Assistant, employed and assigned by Scott County to devote up to 20 hours per week to SWMDTF administrative support.
- 4.10 Legal Advisor.** A licensed Attorney, employed and assigned by Carver County to provide legal advice for the operations of the SWMDTF.

## **5. Powers of the Governing Board of Directors**

### **5.1 The Governing Board of Directors may:**

- 5.1.1** Adopt bylaws to govern its operation. Such bylaws must be consistent with this Agreement and all applicable laws and regulations.
- 5.1.2** Enter into any contract necessary or proper for exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law.
- 5.1.3** Apply for and accept gifts, donations or grants of money or other property (excluding real property) or assistance from the United States government, law enforcement agencies, corporations, non-profit corporations or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, donation, or grant.
- 5.1.4** With respect to any such gifts, donations or grants, in the event there may be a demonstrable conflict of interest between the terms of the gift, donation or grant, or requests for assistance, that rise either under the SWMDTF by-laws or under accepted professional standards of conduct, then the SWMDTF shall decline such gift, donation, grant or assistance.
- 5.1.5** Cooperate with any other federal, state or local law enforcement agencies to accomplish the purpose for which the SWMDTF is organized.

## **6. Responsibilities**

### **6.1 Members shall:**

- 6.1.1** Support the Commander's and Agent's discretionary powers of arrest in their jurisdiction, pursuant to Minnesota States § 471.59, subdivision 12.
- 6.1.2** Provide its licensed peace officer staff assigned to the SWMDTF with a weapon, portable radio, and cell phone.

- 6.1.3 Provide fuel for SWMDTF-owned vehicles assigned to the Commander and Agents.
- 6.1.4 Upon request of the Commander and approval of the Governing Board of Directors, take any disciplinary action necessary and/or change assignment of their agency's assigned Agent.

**6.2 Partners shall:**

- 6.2.1 Support the Commander's and Agent's discretionary powers of arrest in their jurisdiction, pursuant to Minnesota States § 471.59, subdivision 12.
- 6.2.2 Appoint a representative and an alternate representative to receive communication from the SWMDTF. These representatives may attend Governing Board of Directors meetings.
- 6.2.3 Submit a request in writing, if desiring to change their status from Partner to Member.

**6.3 The Governing Board of Directors shall:**

- 6.3.1 Be responsible for the overall management, operations and budget of the SWMDTF.
- 6.3.2 Exercise all powers granted herein in a fiscally responsible manner and in accordance with the requirements of law.
- 6.3.3 Coordinate information between the Members and the SWMTDF.
- 6.3.4 Obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minnesota Statutes Chapter 466. The Governing Board of Directors may obtain other insurance it deems necessary to insure the SWMDTF, the Governing Board of Directors, the Members, and employees of the Members for actions rising out of this Agreement. The costs of liability insurance shall be payable from SWMDTF funds. The SWMDTF shall not take any actions under this Agreement until or unless such liability insurance is in effect.
- 6.3.5 Conduct regular meetings on an agreed-upon frequency to review operational activities and expenditures, discuss relevant items, and establish and review policies and procedures as needed. The Members recognize that meetings are subject to "open meeting laws" pursuant to Minnesota Statute Chapter 13D.
- 6.3.6 Function by a majority vote of Directors, or their designees present, provided that a quorum is present. The presence of a simple majority of Governing Board of Directors or their designees shall constitute a quorum. Each Member shall have one vote at any meeting of the Governing Board of Directors. Proxy votes are not permitted and Partner representatives shall not be counted for quorum purposes.
- 6.3.7 Adopt an annual budget and approve budget amendments when necessary.
- 6.3.8 Approve all expenditures and disburse funds in a manner which is consistent with the Agreement any applicable laws, and procedures of the Business Agent.
- 6.3.9 Not change annual Member or Partner dues, without giving written notice by April 30<sup>th</sup> of the year prior to the year requiring the increase to allow for reasonable budget planning and adoption.

**6.4 The Executive Director shall:**

- 6.4.1 Be responsible for presiding over Governing Board of Directors meetings, unless unavailable, in which case any Director may fill in.
- 6.4.2 Maintain frequent communications with Members and Partners.
- 6.4.3 Maintain direct oversight of the Commander.

## **6.5 The Commander shall:**

- 6.5.1** Develop best practices and policies for SWMDTF operations.
- 6.5.2** Have the authority and responsibility to direct all Agent and Support Staff activities.
- 6.5.3** Have the authority and responsibility to evaluate agent performance.
- 6.5.4** Have the authority and responsibility to write letters of commendation for Agents, if requested.
- 6.5.5** Have the authority and responsibility to suspend Agents from SWMDTF duties and order them back to their Member agency; and recommend agent assignment cancellations to the Governing Board of Directors when appropriate.
- 6.5.6** Work with the Business Agent to complete operational receivables, disbursements, and grant management.
- 6.5.7** Comply with all operations-related grant reporting requirements.
- 6.5.8** Ensure maintenance, retention and security of all minutes, records, books, and reports.
- 6.5.9** Coordinate the management of records relevant to a suspect's personal information and any alleged criminal activity. All SWMDTF case information shall be recorded and/or stored in the SWMDTF Records Management System.
- 6.5.10** Maintain statistics containing information relevant to all SWMDTF arrests, property seizures, controlled substance seizures and forfeitures.
- 6.5.11** Report operational and fiscal activities to the Governing Board of Directors at least quarterly.
- 6.5.12** By December 15<sup>th</sup> of each year, prepare and present a budget for the following calendar year to be adopted by the Governing Board of Directors.

## **6.6 The Agents shall:**

- 6.6.1** Consider their assignment to the SWMDTF to be a privilege, perform at an acceptable level, and comply with SWMDTF policies and procedures.
- 6.6.2** Obtain training prior to assignment or as soon as reasonably practical thereafter and maintain proficiency throughout assignment in the following areas:
  - 6.6.2.1** Search warrants/entries/raid planning and execution
  - 6.6.2.2** Civil process/forfeiture procedures
  - 6.6.2.3** Evidence collection/testing/handling/packaging/documentation
  - 6.6.2.4** Surveillance techniques/counter surveillance awareness
  - 6.6.2.5** Electronic surveillance device usage/capabilities/limitations
  - 6.6.2.6** Formal complaints/charging
  - 6.6.2.7** Covert operations/plain clothes/undercover operations
  - 6.6.2.8** Interview/interrogation/statements
  - 6.6.2.9** Investigative strategies
- 6.6.3** Perform duties under the supervision and coordination of the Commander.
- 6.6.4** Work on behalf of the SWMDTF by gathering and acting on information and investigating specific cases related to felony level drug distribution in the Members' jurisdictions.
- 6.6.5** Timely submit all required reports and case work documents, as directed.

## **6.7 The Business Agent shall:**

- 6.7.1** Maintain the SWMDTF's financial records.
- 6.7.2** Manage accounts and funds according to generally accepted accounting principles.
- 6.7.3** Perform accounting tasks including, but not limited to accounts payable, accounts receivable, forfeiture disbursements and bank deposit preparation.

- 6.7.4 Comply with all fiscal-related grant reporting requirements.
- 6.7.5 Provide monthly and annual financial reporting, including expenditures and fund balances to the Commander.
- 6.7.6 Support budget development.
- 6.7.7 Coordinate amendments or renewals to this Agreement.
- 6.7.8 Coordinate contracts entered into by the Governing Board of Directors.

**6.8 The Support Staff shall:**

- 6.8.1 Attend Governing Board of Directors meetings and take meeting minutes.
- 6.8.2 Perform administrative tasks including, but not limited to: case-related record management; forfeiture documentation; and statistical reporting.
- 6.8.3 Be primarily located at the SWMDTF facility when providing service.

**6.9 The Legal Advisor shall:**

- 6.9.1 Attend Governing Board of Directors meetings at the request of the Commander to advise on current operational topics.
- 6.9.2 Provide legal guidance directly to Commander on operational inquiries, including but not limited to, cases involving entities outside Member jurisdictions.

**7. Operations**

- 7.1 All SWMDTF equipment, information and records should be stored at the SWMDTF facility. The Commander and Agents may assist Member law enforcement agencies with technical advice and support, and provide needed equipment to Members, if available.
- 7.2 Agents shall have discretionary powers of arrest in all Member's jurisdictions, pursuant to Minnesota Statutes §471.59, subdivision 12.
- 7.3 The SWMDTF's Records Management System shall be provided by Scott County.

**8. Equipment and Property**

- 8.1 All individually owned property brought by a Commander, Agent, or Member into the SWMDTF shall remain the property of that owner. Damage to or loss of individually owned property during SWMDTF operations shall be the responsibility of the owner. Individuals and Members waive the right to sue the SWMDTF or any other party for damage or loss, even if they were caused wholly or partially by the negligence of any other Member or their officers or employees.
- 8.2 Any property purchased by the SWMDTF shall be the property of the SWMDTF.
- 8.3 The SWMDTF may issue equipment to the Commander and Agents as necessary, including but not limited to a SWMDTF-owned (or leased) vehicle, which will be maintained and insured by the SWMDTF.
- 8.4 Items seized through actions of the SWMDTF and forfeited through legal process, such as jewelry, vehicles, or real estate may be sold or disposed of by the SWMDTF in a manner permitted by law.
- 8.5 Forfeited funds and proceeds from forfeited item sales, once cleared by the district court, will be distributed according to Minnesota Statutes.
- 8.6 All firearms seized by the SWMDTF shall be destroyed.

**9. Funding**

- 9.1 Primary funding for the SWMDTF shall be federal and state grants and donations.
- 9.2 SWMDTF distributions from forfeited funds and proceeds from forfeited item sales shall become SWMDTF assets and held for supplemental funding for operations and expenses.

**9.3 Member Dues.** Unless specified below, Members shall provide personnel or pay annual dues as follows:

**9.3.1** City/County populations shall be determined by the latest Metropolitan Council's Annual Population Estimates, available on January 1st.

**9.3.2** City/County with a population at, or exceeding, 7,000 on January 1, 2024 - sixteen thousand eight hundred dollars (\$16,800)

**9.3.3** City/County with a population under 7,000 - eight thousand four hundred dollars (\$8,400)

**9.3.4** In the event a City/County reaches a population of 7,000 or more during the term of this Agreement dues shall increase over the following years as follows:

Year 1 Following Threshold of 7,000	\$11,200
Year 2	\$14,000
Year 3	Current Dues for City/County with a Population Exceeding 7,000

**9.3.5** In the event there are no grant funds to pay for the reimbursement of Support Staff or Business Agent services as set out below, Members shall contribute equally towards the unpaid costs. In that event, Members shall be invoiced in January for their portion of the preceding calendar year's expenses.

**9.4 Partner Dues.** Partners shall pay annual dues of two thousand one hundred dollars (\$2,100).

## **10. Reimbursements**

**10.1** Members seeking eligible reimbursements as stated below, shall submit monthly invoices to the Business Agent by the last day of the month following the incursion of the expense. Upon approval by the Commander, reimbursements will be issued to Member.

**10.2** The SWMDTF shall reimburse a rate of \$3,500 per month for Commander service.

**10.3** The SWMDTF shall reimburse overtime wages for Agent service.

**10.4** The SWMDTF shall reimburse training expenses relative to topics listed in 6.6.2 for prospective Agents. If prospective Agents are not ultimately assigned to the SWMDTF, the Member agency shall refund the SWMDTF for those expenses.

**10.5** The SWMDTF shall reimburse hourly wages for Business Agent service.

**10.6** The SWMDTF shall reimburse wages and benefits for up to the equivalent of .50 FTE in Support Staff service.

**10.7** The SWMDTF may reimburse hourly wages for Legal Advisor service.

## **11. Amendments and Agreement Complete**

**11.1** Any Member wishing to submit an amendment to this Agreement shall do so by submitting a written proposal to the Governing Board of Directors at a regularly scheduled or special meeting. The Governing Board of Directors shall forward the proposed amendment, with a recommendation, to each Member within ninety (90) days of receipt of the proposal. Each Member shall respond within sixty (60) days of receipt of the proposal. If no response is received from any Member, the amendment is deemed to be rejected.

**11.2** Amendment to this Agreement shall only be effective if each Member agrees, in writing, to the proposed change or amendment.

**11.3** This Agreement sets forth all negotiations and agreements between the Members. No other understandings regarding this Agreement, whether oral or written, may be used to bind any Member.

## **12. Indemnification**

- 12.1** The SWMDTF shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. To the fullest extent permitted by law, actions by the Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes Section 471.59, subdivision 1a (b); provided further that for purposes of that statute, each Member expressly declines responsibility for the acts or omissions of the other party. The Members are not liable for the acts or omissions of the other Members except to the extent to which they have agreed in writing to be responsible.
- 12.2** The SWMDTF shall defend, indemnify and hold harmless the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out of action or inaction of the Governing Board, its directors, the Executive Director, the SWMDTF Commander and other employees or agents of the SWMDTF pursuant to this Agreement. The SWMDTF shall defend and indemnify the employees of any Member acting pursuant to the Agreement except for any act or omission for which the Member's employee is guilty of malfeasance, willful neglect of duty or bad faith. This Agreement to defend and indemnify does not constitute a waiver by the SWMDTF or any Member of the limitations on liability provided by Minnesota Statutes Chapter 466.

## **13. Personnel Employment**

All personnel assigned or appointed to the SWMDTF shall remain employees of the Member that has assigned them to the SWMDTF and shall be compensated by that Member, not the SWMDTF.

## **14. Workman's Compensation**

Each Member shall be responsible for injuries to or death of its own employees in conjunction with services provided pursuant to the Agreement. Each Member shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are assigned to the SWMDTF. Each Member waives the right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees or agents.

## **15. Audits**

Pursuant to Minnesota Statutes §16C.05, Subd. 5, the books, records, documents, and accounting practices and procedures relevant to this Agreement are subject to examination by the Members, and/or the State Auditor, and/or any of their duly authorized representatives, as appropriate.

## **16. Government Data Practices**

Each Member agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the SWMDTF. If a Member receives a request to release the data referred to in this section, it must immediately notify the SWMDTF Commander, who shall act as the Data Practices Responsible Authority and Compliance Official.

## **17. Withdrawal and Dissolution**

- 17.1 Withdrawal.** Any Member or Partner may terminate its participation in this Agreement upon thirty (30) days written notice to the Governing Board of Directors. No refund will be issued by the SWMDTF of any annual contribution paid by the withdrawing party. All rights to SWMDTF funds and assets are relinquished by the Member upon withdrawal. Withdrawal shall not discharge any liability incurred by any Member prior to withdrawal. Such liability shall continue until discharged by law or agreement. Withdrawal by any Member shall not terminate this Agreement with respect to any parties who have not withdrawn.
- 17.2 Dissolution.** This Agreement shall remain in full force and effect unless a majority of the Members' governing bodies vote in favor of dissolution, if dissolution is necessitated by operation of law as a result of a decision by a court of competent jurisdiction, or when a majority of remaining Members agree to terminate the Agreement upon a date certain.
- 17.3 Effect of Termination.** Termination of this Agreement shall not discharge any liability incurred by the SWMDTF or by the Members during the term of this Agreement. Upon termination of this Agreement and after payment of all outstanding obligations, property, equipment or surplus money held by the SWMDTF shall be distributed equally to the current Members.



**SOUTHWEST METRO DRUG TASK FORCE  
JOINT POWERS AGREEMENT  
January 1, 2024 – December 31, 2028**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the undersigned Governmental Unit has caused this Agreement to be signed and delivered on its behalf.

City of New Prague

\_\_\_\_\_  
(Name of Government Unit)

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_