

Southwest Metro Drug Task Force

2018 Joint Powers Agreement



SOUTHWEST METRO DRUG TASK FORCE JOINT POWERS AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made and entered into pursuant to Minnesota Statutes Section 471.59.

THIS AGREEMENT, made and entered into by and between Carver County Sheriff's Office, Brownston Police Department, McLeod County Sheriff's Office, Winsted Police Department, Scott County Sheriff's Office, Lester Prairie Police Department, Hutchinson Police Department, South Lake Minnetonka Police Department, Shakopee Police Department, Prior Lake Police Department, Belle Plaine Police Department, New Prague Police Department and Jordan Police Department all organized under the laws of the state of Minnesota;

WHEREAS, Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties;

NOW, THEREFORE, Pursuant to Minnesota Statutes 471.59 and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the City and the County as follows:

SECTION I GENERAL PURPOSE

1.1 The general purpose of this Agreement is to provide for an organization through which the parties may jointly and cooperatively provide for the establishment and operation of a multi-jurisdictional drug task force which will aid in reducing felony level drug trafficking within the parties' jurisdictions.

SECTION II DEFINITION OF TERMS

- 2.1** For purposes of this Agreement, the terms defined in this Section shall have the meanings given them.
- 2.2** **"Southwest Metro Drug Task Force"** means the organization created pursuant to this Agreement, which organization is hereinafter referred to as the "Task Force."
- 2.3** **"Governing Board"** means the Governing Board of Directors of the Task Force, consisting of one director from each governmental unit which is a member of the Task Force.
- 2.4** **"Governmental Unit"** means any county, city, village, borough, town or other political subdivision of the State of Minnesota or any joint powers organization in the State of Minnesota.
- 2.5** **Member"** means a governmental unit or joint powers organization which enters into this Agreement and is, at the time involved, a party in good standing

2.5.1 **Voting Members:**

Carver County Sheriff's Office, McLeod County Sheriff's Office, Scott County Sheriff's Office, Hutchinson Police Department, South Lake Minnetonka Police Department, Shakopee Police Department, Prior Lake Police Department, Belle Plaine Police Department, New Prague Police Department and Jordan Police Department, Lester Prairie Police Department.

2.5.2 **Partner Against Drugs:**

Brownton Police Department, Winsted Police Department.

SECTION III MEMBERSHIP

- 3.1** Governmental Units joining the Task Force after January 1, 2011, shall be admitted only upon the favorable vote of two-thirds of the Governing Board of directors. The Governing Board may impose conditions upon the admission of Members other than initial Members.
- 3.2** Any Governmental Unit that has a law enforcement agency and is located in Hennepin, Carver, Scott or McLeod County is eligible to be a Member of the Task Force.
- 3.3** A Governmental Unit desiring to be a Member shall execute a copy of this Agreement and shall pay the established membership charges.
- 3.4** The initial Members shall be those Members who joined the Task Force as voting Members on or prior to January 1, 2011.

SECTION IV BOARD OF DIRECTORS

4.1 Governing Board of Directors. The governing body of the Task Force shall be its board of directors. The board of directors of the Task Force shall consist of the following: the chief law enforcement officer of each Member or his or her designee ("Governing Board").

- A. Governing Board directors shall be full-time peace officers employed by the appointing Member.
- B. Governing Board directors shall not be deemed to be employees of the Task Force and shall not be compensated by the Task Force.

4.2 Duties of the Governing Board

- A. Governing Board shall be responsible for the overall management and budget of the Task Force.
- B. The Governing Board shall coordinate information between the Members, the Partners Against Drugs and the Task Force.

4.3 Powers of the Governing Board

- A. The Governing Board may adopt bylaws to govern its operation. Such bylaws must be consistent with this Agreement and all applicable laws and regulations.
- B. The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Governing Board shall not enter into any contract in which the term exceeds one year.
- C. The Governing Board may contract with any Member to act as its fiscal agent and provide budgeting and accounting services necessary or convenient for the

Governing Board, including maintaining the Task Force's financial records. Such services may include, but are not limited to: management of Task Force accounts and funds, payment for contracted services and other purchases, and bookkeeping and recordkeeping services.

- D. The Governing Board shall disburse funds in a manner which is consistent with this Agreement and, if applicable, with the method provided by law for the disbursement of funds by the Member under contract to provide budgeting and accounting services.
- E. The Governing Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, 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, grant or loan relating thereto.
- F. The Governing Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minnesota Statutes Chapter 466. The Governing Board may obtain other insurance it deems necessary to insure the Task Force, the Governing Board, the Members, the Partners Against Drugs and employees of the Members for actions arising out of this Agreement. The costs of liability insurance shall be payable from Task Force funds. The Task Force shall not take any actions under this Agreement until such liability insurance is in effect.
- G. All powers granted herein shall be exercised by the Governing Board in a fiscally responsible manner and in accordance with the requirements of law.
- H. The Governing Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.

4.4 Terms. Appointees to the Governing Board shall serve at the pleasure of the appointing Member, and may be removed only by the appointing Member.

4.5 Meetings. The Governing Board shall have regular monthly meetings. Special meetings may be held by giving reasonable notice to all Members. At the meetings, the Governing Board will establish and set policies and procedures for the Task Force, review the Task Force's operational activities and expenditures and discuss other items related to the Task Force's operations. The presence of a simple majority of the Governing Board directors shall constitute a quorum. In the event that a director is unable to attend a meeting, the Member's chief law enforcement officer may assign an alternate to attend and vote in his or her place.

4.6 Voting. Each Voting Member shall have one vote at any meeting of the Governing Board.

Proxy votes are not permitted. The Governing Board shall function by a majority vote of directors or alternate directors present, provided that a quorum is present.

- 4.7 Records.** The Executive Director shall be responsible for maintaining all minutes, records, books and reports of the Task Force. The books and records of the Task Force, including the minutes and the fully executed original of this Agreement, shall be kept at the office of the Task Force Commander.

4.8 Organizational Structure.

- A. The Task Force is a multi-jurisdictional tactical unit consisting of Member agencies. The Governing Board shall supervise the operations of the Task Force.
- B. The Governing Board shall elect a Governing Board director to serve as the Executive Director of the Task Force on an annual basis. The Executive Director shall be responsible for presiding over Governing Board meetings, taking meeting minutes and maintaining frequent communication with the members of the Governing Board and the Task Force Commander.
- C. The Governing Board shall appoint a Task Force Commander. The Task Force Commander reports to the Executive Director. The Task Force Commander shall be responsible for working with the appointed fiscal agent of the Task Force, managing operational disbursements and applying for and managing any grants that are received by the Task Force. The Task Force Commander has the authority and responsibility of directing all Task Force investigator activities, including, but not limited to, assigning work, transferring investigators, developing best practices and policies for the Task Force, writing letters of commendation for investigators, suspending investigators from Task Force duties and ordering them back to their agency, recommending investigator assignment cancellations to the Governing Board and evaluating the performance of the investigators. The Task Force Commander must report on his or her activities at least quarterly to the Governing Board.

**SECTION V
PARTNERS AGAINST DRUGS**

- 5.1** It is contemplated that certain Governmental Units may desire to follow closely the activities of the Task Force, to receive detailed information about Task Force operations and receive the Task Force services, but do not have the capacity to provide officers to serve on the Task Force. Such Governmental Unit may affiliate with the Task Force as a "Partner Against Drugs."
- 5.2** A Governmental Unit desiring to become a Partner Against Drugs may do so in the same manner as is applicable to becoming a Member of the Task Force, except as otherwise provided in this Section.

- 5.3** At the time of joining the Task Force as a Partner Against Drugs, the Governmental Unit shall indicate to the Task Force in writing that it is not requesting to join as a Member but as a Partner Against Drugs.
- 5.4** A Partner Against Drugs may appoint a representative and an alternative representative to attend the meetings of the Governing Board but such representative (or alternate) shall be without voting power shall not be eligible to serve as the Executive Director or Task Force Commander and shall not be counted for quorum purposes.
- 5.5** The Governing Board may establish the charges to be paid by Partners Against Drugs and for that purpose it may classify Partners Against Drugs in accordance with their varying circumstances.
- 5.6** **Change in Status.** A Partner Against Drugs may apply for membership status and become a regular Member of the Task Force.
- 5.7** **Withdrawal.** A Partner Against Drugs may discontinue its association with the Task Force at any time by giving written notice of withdrawal to the Executive Director of the Task Force. No refund will be made by the Task Force of the annual contribution paid by the withdrawing Partner Against Drugs.

SECTION VI BUDGET AND FINANCE

- 6.1** **Financial Records.** The Task Force Commander must work with the Governing Board's fiscal agent to maintain the Task Force's financial records. The financial records must detail the Task Force's income and expenditures. They must be available for review at any time by the Task Force Members.
- 6.2** **Budget.** By December 15th of each year, the Task Force Commander shall prepare a budget for the following calendar year to be adopted by the Governing Board. The Governing Board may amend the budget from time to time. Each Member shall have a line item in its own budget dedicated to the Task Force.
- 6.3** **Funding.** The Members intend to fund the Task Force through federal and state grants that are administered by the Minnesota Department of Public Safety and annual contributions paid by each Member and the Partners Against Drugs. Assets seized and forfeited through lawful channels by the Task Force shall become Task Force assets and may be used as supplemental funding for Task Force operations and expenses. The Governing Board shall establish the contribution amount for each Member and Partner Against Drugs. In the event that the Governing Board is going to change a contribution amount for a particular Member or Partner Against Drugs, it shall provide that Member or Partner Against Drugs with notice in a sufficient amount of time so that the Member or Partner Against Drugs' council or board is able to include the change in its Task Force contribution amount in its budget for the next year.

- 6.4 Accounting.** All Task Force funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded by the Task Force Commander to the Governing Board monthly and on an annual basis. All expenditures of the Task Force must be approved by the Governing Board.
- 6.5 Grant Requirements.** The Task Force shall comply with all reporting requirements that are required for any grants that it receives.

SECTION VII OPERATIONS

- 7.1 Task Force Investigators.** The Task Force shall be composed of the Task Force Commander and a certain number of Task Force investigators, who are licensed peace officers which are employed and compensated by the Members' law enforcement agencies but shall devote 100 percent of their time to Task Force operations. The Task Force investigators shall work on behalf of the Task Force by gathering and acting on information and investigating specific cases related to felony level drug distribution in the Task Force Members' and Partners Against Drugs' jurisdictions. The Task Force Commander and Task Force investigators also may assist Members and Partners Against Drugs' law enforcement agencies in investigations, provide Members and Partners Against Drugs' law enforcement agencies with technical advice and support, and provide needed equipment to Members and Partners Against Drugs, if available. The number of Task Force investigators shall be determined from time to time by the Governing Board. Task Force investigators shall have discretionary powers of arrest in all Members and Partners Against Drugs' jurisdictions, pursuant to Minnesota Statutes Section 471.59, subdivision 12.
- 7.2 Reimbursement for Assignment of Task Force Personnel.** The Task Force Commander and the Task Force personnel shall be employed and compensated by the Members' law enforcement agencies. The Task Force shall reimburse Members who assign their personnel to the Task Force a certain rate as set by the Governing Board from time to time.
- 7.3 Assignment of a Task Force Investigator.** A Task Force investigator's assignment to the Task Force shall be considered a privilege. If any investigator is not performing at an acceptable level, or violates the Task Force's policies or procedures, the Task Force Commander shall have the authority to send the investigator back to his or her agency for the remainder of his or her shift. The Task Force Commander must then contact the investigator's supervisor or chief law enforcement officer regarding the issue. The Task Force Member, as the investigator's employer is responsible for taking any disciplinary action or making any change in assignment that it decides is appropriate. Any change to an investigator's assignment to the Task Force must be approved by the Governing Board.
- 7.4 Location of the Task Force.** Task Force investigators shall be located at the Task Force Facility. The Task Force investigators' daily Task Force activities will be supervised and coordinated by the Task Force Commander. All Task Force equipment, information and

records shall be stored at the Task Force Facility.

7.5 Information and Records. The Task Force Commander shall be responsible for maintaining an intelligence database for the Task Force. This database should contain information relevant to a suspect's personal information and any alleged criminal activity. Task Force investigators shall be responsible for promptly entering relevant intelligence information into the Task Force intelligence database. Task Force investigators shall also be responsible for maintaining their own informant usage and reliability records at the direction of the Task Force Commander. The Task Force Commander shall also maintain a statistical recordkeeping system that contains information relevant to all Task Force arrests, property seizures, controlled substance seizures and forfeitures. Task Force investigators must timely file all required Task Force reports, documents and other administrative and case work with the Task Force Commander.

7.6 Task Force Investigator Training. Task Force Investigators assigned to investigate narcotics violations are encouraged to obtain training in the following areas prior to assignment or as soon as reasonably practical thereafter:

- A. Search warrants/entries/raid planning and execution
- B. Civil process/forfeiture procedures
- C. Evidence collection/testing/handling/packaging/documentation
- D. Surveillance techniques/counter surveillance awareness
- E. Electronic surveillance device usage/capabilities/limitations
- F. Formal complaints/charging
- G. Covert operations/plain clothes/undercover operations
- H. Interview/interrogation/statements
- I. Crime scene management
- J. Investigative strategies

7.7 Task Force Program Support. A .50 FTE program support position, under the direction of the Task Force Commander shall be provided to the Task Force. Scott County shall be the employer of this position with each member contributing equally toward the annual cost of this position through the task force budget process. Shared expenses shall include salary plus benefit costs associated with the hire. This employee shall be primarily located at the SCALE Regional Public Safety Training Facility and shall perform administrative tasks including, but not limited to grant and budgetary reports, reports to participating agencies, case management-related paperwork and requisite filing related to ongoing operations.

SECTION VIII EQUIPMENT AND PROPERTY

8.1 Property. All individually owned property brought by a Member or Partner Against Drugs into the Task Force shall remain the property of that entity. Any property purchased by the Task Force shall remain the property of the Task Force. In the event the Task Force is disbanded, the remaining property owned by Task Force shall be distributed equally to the current Members of the Task Force.

8.2 Equipment Damage. Each Member or Partner Against Drugs shall be responsible for damage to or loss of its own equipment occurring during Task Force operations. Each

Member or Partner Against Drugs waives the right to sue the Task Force and any other member or Partner Against Drugs for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Member or Partner Against Drugs or their officers, employees or agents.

8.3 Vehicles and Equipment. Members shall provide employees that are assigned to the Task Force with a weapon and a cell phone. The Task Force may issue additional equipment to its personnel as necessary. The Task Force shall provide all assigned employees with a Task Force-owned vehicle, which will be maintained and insured by the Task Force. Members shall be responsible for providing fuel for the vehicles.

8.4 Forfeitures. Assets seized and forfeited through lawful channels by the Task Force will be Task Force assets and will be used as supplemental funding for Task Force operations. Forfeited funds, once cleared by the district court will be distributed by the Task Force according to Minnesota Statutes. The Task Force's portion of these funds will be used by the Task Force to offset any of the matching funds budgeted items. These funds will also be used by the Task Force in conjunction with local match dollars to continue Task Force operations should the grant amount be reduced or the grant is denied. The Task Force Commander, in conjunction with the Task Force fiscal agent, is responsible for keeping all financial records relating to the disbursement of forfeitures. Forfeited items such as jewelry, vehicles, or real estate may be sold or disposed of by the Task Force in a manner permitted by law. All firearms seized by the Task Force must be first offered to Members for law enforcement use. The remaining firearms will be destroyed if they are deemed unusable by the Task Force.

SECTION IX EMPLOYEES

9.1 Workers' Compensation. Each Member and Partner Against Drugs 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 Task Force. 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 Partner Against Drugs or its officers, employees or agents.

9.2 Governing Board directors, the Executive Director, the Task Force Commander and all Task Force investigators and staff shall remain employees of the Member that has assigned them to the Task Force and shall be compensated by that Member, not the Task Force. Appointments of the Executive Director and the Task Force Commander shall require the concurrence of the employing Member's chief law enforcement officer.

SECTION X INDEMNIFICATION

- 10.1** The Task Force shall be considered a separate and distinct public entity to which the Members and the Partners Against Drugs have transferred all responsibility and control for actions taken pursuant to this Agreement. To the fullest extent permitted by law, actions by the members and Partners Against Drugs pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members and the Partners Against Drugs 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 (a); provided further that for purposes of that statute, each Member and Partner Against Drugs expressly declines responsibility for the acts or omissions of the other party. The Members and Partners Against Drugs are not liable for the acts or omissions of the other Members and Partners Against Drugs except to the extent to which they have agreed in writing to be responsible.
- 10.2** The Task Force shall defend, indemnify and hold harmless the Members and Partners Against Drugs 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 Task Force Commander and other employees or agents of the Task Force pursuant to this Agreement. The Task Force 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 Task Force or any Member or Partner Against Drugs of the limitations on liability provided by Minnesota Statutes Chapter 466.

SECTION XI

DURATION, DISSOLUTION OF THE AGREEMENT

- 11.1 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.
- 11.2 Withdrawal.** Any Member may terminate its participation in this Agreement upon 30 days' written notice to the Governing Board. No refund will be made by the Task Force of the annual contribution paid by the withdrawing Member. All rights to Task Force funds and assets are relinquished by the Member upon withdrawal. Withdrawal by any Member shall not terminate this Agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Member prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- 11.3 Effect of Termination.** Termination of this Agreement shall not discharge any liability incurred by the Task Force 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 Task Force shall be disbursed as follows:
- A. All individually-owned property and equipment brought into the Task Force by a Member remains the property of that Member, even if the Member is no longer a

Member of the Task Force; and

- B. Any remaining property, equipment and any surplus money owned by the Task Force shall be distributed equally to the current Members.

SECTION XII AMENDMENT

- 12.1 Modification.** This Agreement sets forth all understandings of the Members and Partners Against Drugs. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this Agreement, are merged into and superseded by this written Agreement. No modification or amendment to the Agreement shall be binding on any Member or Partner Against Drugs unless each Member and Partner Against Drugs agrees in writing to the proposed change or amendment.
- 12.2 Submittal.** Any Member or Partner Against Drugs wishing to submit an amendment to this Agreement shall do so by submitting a written proposal to the Governing Board at a regularly scheduled or special meeting. The Governing Board shall forward the proposed amendment, with a recommendation, to each Member and Partners Against Drugs within 90 days of receipt of the proposed amendment.
- 12.3 Response to Proposed Amendment.** Each Member and Partner Against Drugs shall respond to a proposed amendment within 60 days of receipt from the Governing Board. If no response is received from any member, the amendment is deemed to be rejected.

SECTION XIII MISCELLANEOUS

- 13.1 Data Practices.** The Members and Partners Against Drugs agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Task Force. If a Member or a Partner Against Drugs receives a request to release the data referred to in this section, it must immediately notify the Task Force Commander. The Task Force Commander will give the Member or Partner Against Drugs who has received the data request instructions concerning the release of the data to the requester before the data is released.
- 13.2 Audit.** The books, records and documents relevant to this Agreement are subject to audit by the Members, the Partners Against Drugs and the State of Minnesota at reasonable times upon written notice.

**SOUTHWEST METRO DRUG TASK FORCE
JOINT POWERS AGREEMENT
January 1, 2018 – December 31, 2018**

SIGNATURE PAGE

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

(Name of Government Unit)

By: _____

Its: _____

By: _____

Its: _____

Date: _____, 20____.