



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Andy Bohlen, Police Chief
MEETING DATE: July 9, 2019
SUBJECT: Approve Changes Made to the CRDVOTF Joint Powers Agreement

Background:

The Cannon River Drug and Violent Offender Task Force (CRDVOTF) is requesting council approval for changes to the current joint power's agreement (JPA) with all members in Rice and Le Sueur Counties. CRDVOTF has recognized a need to assign a team leader to assist the task force commander with day to day operations. The commander and the Rice County Attorney's Office have assisted with the proposed language changes in the JPA outlining the team leader position. The CRDVOTF board supports the position and the proposed changes. See JPA attached for further details.

Recommendation:

Approve the proposed changes to the CRDVOTF JPA to add a team leader position.

Attachments:

- CRDVOTF JPA

JOINT POWERS AGREEMENT

CANNON RIVER DRUG AND VIOLENT OFFENDER TASK FORCE

The parties to this Agreement are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The parties hereby establish the Cannon River Drug and Violent Offender Task Force (CRDVOTF or Task Force).
2. General Purpose. The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders, reduce violent crime and provide education to Rice County and Le Sueur County communities.
3. Members. The members of this Agreement shall consist of the following units of government:

City of Dundas	City of Faribault	Le Sueur County
City of Lonsdale	City of Northfield	Rice County

4. Federal, State and Local Assistance for Narcotics Control Program.
 - 4.1 The County of Rice, acting on behalf of the CRDVOTF and its members, may apply for funding under the Federal, State and Local Assistance for Narcotics Control Program ("grant funds") or other appropriate funding source.
5. Governance.
 - 5.1 A governing board shall be formed to oversee the operations of the Task Force and shall be known as the Task Force Board (Board). The Board shall consist of eight members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. The Rice County Attorney and the Le Sueur County Attorney shall each appoint one board member to serve at the respective County Attorney's pleasure. Board members appointed by the police chiefs and sheriff must be supervisory peace officers of the jurisdiction or office that appoints the Board member. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
 - 5.1.1 The Cannon River Drug and Violent Offender Task Force shall operate pursuant to the Multijurisdictional Task Force, Violent Crime Enforcement Team, Operating Procedures and Guidelines Manual (February 11, 2015) and any subsequent updates.

- 5.2 Board members shall not be deemed employees of the Task Force and shall not be compensated by it.
 - 5.3 The Board shall meet at least annually in January of each year and elect from its members a chair/executive director, a vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days' prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of five (5) members shall be required for all meetings.
 - 5.4 Meetings of the Board shall comply with the Minnesota Open Meeting Law.
6. Powers and Duties of the Board.
- 6.1 The Board will formulate a program to carry out its purpose and perform its duties.
 - 6.2 The Board shall have such authority as enumerated in this Agreement or in the Bylaws.
 - 6.3 The Board will coordinate intelligence between the members and the Task Force.
 - 6.4 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise an Assistant Task Force Commander or, alternatively, a Team Leader. This appointment will be with the concurrence of the participant's member agency.
 - 6.5 The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
 - 6.6 The Board may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers, subject to the budgetary limits and donations of the parties to this Agreement.
 - 6.7 The Board shall cause to be made an annual audit of the books and accounts of the Task Force. An external audit, completed by a Board approved vendor, may also be requested. Audit reports shall be provided to all members and shall include the following information:
 - a. The financial condition of the Task Force;
 - b. The status of all Task Force projects;
 - c. The business transacted by the Task Force; and
 - d. Other matters which affect the interests of the Task Force.
 - 6.8 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times.
 - 6.9 The Board may recommend changes in this Agreement to its members.

- 6.10 The members may not incur obligations or enter into contracts that extend beyond the term of this Agreement or exceed the CRDVOTF annual budget without express authorization of the respective governing bodies of the participating members.
 - 6.11 The Board may receive real or personal property by grant, devise, or bequest for the use of the Task Force.
 - 6.12 The Board shall provide clerical support for daily CRDVOTF operations.
7. Finances.
- 7.1 The members shall fund the cost of operation of the Task Force by contributions from its members. Le Sueur County shall annually contribute \$8,850. Beginning in 2018, Rice County shall contribute \$5,836 annually. Faribault and Northfield shall each annually contribute \$4,500. Lonsdale and Dundas shall each annually contribute \$1,336. If necessary, the Board may request additional contribution from its members.
 - 7.2 Subsequent year donations shall be recommended by the Board.
 - 7.3 If deemed appropriate by the Board, the Task Force shall apply for Federal and State grant funds. If such grant funds are awarded, all funds will be spent in federal or state authorized program areas.
 - 7.4 The Board may accept donations from its members or other sources if deemed appropriate.
 - 7.5 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board.
 - 7.6 The Board shall appoint one of its members to serve as fiscal agent, to provide budgeting, recordkeeping and accounting services necessary or convenient for the operations of the CRDVOTF. The appointed fiscal agent shall be the chief financial officer of the Board and shall provide management of all Task Force funds, including member contributions, grant monies and forfeiture funds.
 - 7.7 Disbursement of Task Force funds shall occur only upon the signature of the assigned fiscal agent.
 - 7.8 The Board shall receive a monthly financial report of all expenditures, receipts, and current fund balances from the fiscal agent.
 - 7.9 Any grant funds obtained by a member for participation in the Task Force shall be contributed to the Task Force.
 - 7.10 The Board shall adopt an annual budget based upon grant funds, annual member contributions and money made available from other sources. The Board may amend the budget from time to time.

- 7.11 The Board may not incur debts.
- 7.12 The Task Force has no obligation to reimburse members for any expense of personnel costs relating to services performed under this Agreement.
- 7.13 The Task Force may donate equipment, supplies, or training to member agencies.

8. Investigators.

- 8.1 Each member may assign an experienced, licensed peace officer to serve on the Task Force as an Investigator.
- 8.2 Investigators shall remain an employee of the respective member city or county.
- 8.3 Investigators will be responsible for providing public education on drug trends and abuse, drug investigation, including intelligence management, case development, and case charging. Investigators will also assist other investigators in surveillance and undercover operations. Task Force investigators will work cooperatively with assisting agencies.
- 8.4 Investigators will be directly supervised by the Task Force Commander or, in his/her absence, by the Team Leader or Task Force Commander designee.
- 8.5 The member appointing an Investigator shall furnish the Investigator a computer workstation, weapon and vehicle. All costs associated with the vehicle are the responsibility of the appointing member.
- 8.6 Investigators shall be assigned to the Task Force for a maximum period not to exceed five (5) years. This limitation does not apply to the Commander, Team Leader, or a Narcotics K-9 officer assigned to the Task Force.

9. Task Force Commander and Team Leader.

- 9.1 Task Force Commander. A Task Force Commander shall be appointed by the Board and serve at its pleasure. The Task Force Commander must be a full-time, licensed supervisory peace officer of a member. The Task Force Commander shall remain an employee of the respective member city or county. The Team Leader should have prior experience in complex investigations and have demonstrated the abilities and traits to succeed in a Team Leader position.
- 9.2 The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including but not limited to supervising the Task Force's assigned personnel, subject to direction received from the Board. Member assigned investigators shall be submitted to the Task Force Commander for consideration and final approval. The Task Force Commander is responsible for staffing, scheduling, case assignment, grant writing, case management, record keeping, informant management, buy fund and petty cash management, and keeping the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. When buy fund or petty cash is expended, the Task Force Commander will provide Board members with a

- monthly accounting of all funds disbursed and a written summary of activity within the unit.
- 9.3 The Task Force Commander may exclude Investigators from further Task Force involvement, subject to review by the Board.
 - 9.4 From the Investigators assigned by the members, the Task Force Commander shall select a designee with concurrence of the Investigator's member agency to serve as Task Force Commander in his/her absence. The designee must be a full-time, licensed peace officer of a member. The designee shall remain an employee of the respective member city or county at all times.
 - 9.5 The duties, responsibilities and authority of the designee while the Task Force Commander is absent, shall be the same as the Task Force Commander.
 - 9.6 The Task Force Commander shall comply with all recommended "Best Practices" listed within State and Federal grant requirements.
 - 9.7 Team Leader. A Team Leader may be appointed by the Task Force Commander with approval from the Board. The Team Leader must be a full-time, licensed peace officer of a member and currently assigned to the task force. The Team Leader shall remain an employee of the respective member city or county.
 - 9.8 The Team Leader will not be compensated with additional wages by the Task Force or member agency during their tenure as Team Leader. Prior to appointment as Team Leader, a team member must have one year of full time experience in narcotics related investigations and have demonstrated the ability to succeed in a Team Leader position.
 - 9.9 The Team Leader shall supplement and assist the Task Force Commander with management and oversight of the day-to-day operations of the Task Force. The Team Leader will plan, organize, direct, control, motivate, train, commend, assess performance, provide work distribution, and carry out the overall goals and objectives of the task force in accordance with the state's best practices operating procedures and guidelines manual.
 - 9.10 The Team Leader duties shall be assigned by the Task Force Commander and may include, but not be limited to: case assignment and work distribution, review of operational plans for approval/denial, provide other team members assistance with drafting search warrants, monitor proper informant management, proper evidence handling and documentation, and ensure timely presentation of reports and evidence to prosecutors. The team leader will demonstrate a high level of integrity while being a mentor and leader to other team members.
 - 9.11 The Team Leader is directly accountable and responsible to the Task Force Commander and Task Force board. The Team Leader shall consult with the Task Force Commander on a regular basis and keep the Task Force Commander informed of daily business at all times.

10. Forfeiture, Seizures and Fines.

10.1 Any involvement by Task Force personnel which results in the seizure of real or personal property, including vehicles or cash shall be deemed a seizure by the CRDVOTF and used to support Task Force efforts. Use of Task Force seized items must be approved by the Board. Fine or restitution monies ordered paid to the Task Force by Court Order shall be used to offset equipment or operating costs of the Task Force not funded by grant, matching or donated funds. Notwithstanding the forgoing, all Task Force seizures and forfeitures shall be made in accordance with applicable law, including but not limited to Minn. Stat. §609.531. et. al.

11. Headquarters.

11.1 The Task Force shall be located in private office space at a member agency and provided at no cost to the Task Force. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force without cost. The initial headquarters shall be located at the Faribault Police Department.

12. Insurance.

12.1 The Board shall obtain liability, property and auto insurance and such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement, which shall be payable from Task Force funds. The level of insurance shall be in conformance with the Minnesota Tort Claims Act.

12.2 Each member agrees to procure and maintain insurance for auto liability and damage to loss of property with respect to any automobile and/or equipment supplied by the member for Task Force activities. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damage or losses were caused wholly or partially by the negligence of any other members or assigned employees.

12.2 Each member shall be responsible for injuries to or death of its own personnel assigned to the Task Force. Each member will maintain workers' compensation insurance or self-insurance, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its assigned employees.

13. Indemnification and Hold Harmless.

13.1 Applicability. The CRDVOTF shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions take pursuant to the Agreement. The Task Force shall comply with all laws and

rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

- 13.2 Indemnification and Hold Harmless. The CRDVOTF shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or investigators assigned to the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes §466.04. Under no circumstances shall a member be required to pay on behalf of itself and other members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, and applicable to any other member. The limits of liability for some or all of the members may not be added together to determine the maximum amount of liability for any member.

To the full extent permitted by law, action by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, §471.59, subd. 1a (a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.

14. Duration.

- 14.1 This Agreement is binding upon the member upon signature. All members need not sign the same copy. This signed Agreement shall be filed with Rice County, who shall notify all members in writing of its effective date.
- 14.2 This Agreement shall continue until terminated in the manner provided herein.

15. Termination, Withdrawal, Amendments.

- 15.1 Termination. This Agreement may terminate upon the occurrence of any one of the following events, whichever occurs first:
- 15.1.1 When necessitated by operation of law as result of the decision by a court of competent jurisdiction; or
 - 15.1.2 When necessitated based upon failure to obtain necessary funding from the members or grant funding from the State of Minnesota or the United States government, or
 - 15.1.3 When a majority of members agree by resolution to terminate the agreement upon a certain date.

15.2 Upon termination of this Agreement, all property of the Task Force shall be sold or distributed to the members in proportion to the percentage of fund contributions of each current member of the Agreement.

15.3 Withdrawal.

15.3.1 Any member may withdraw from this Agreement upon 90 days written notice.

15.3.2 A withdrawing member shall not be entitled to the distribution of any assets or funds.

15.3.3 In the event of withdrawal by any member, this Agreement shall remain in full force and effect as to all remaining members.

15.4 Amendments.

15.4.1 Upon recommendation from the Board for changes to this agreement pursuant to Section 6.9 of the Agreement, this Agreement may be changed, amended, or modified by an amendment or addendum document or by an entirely new Joint Powers Agreement.

15.4.2 Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all parties hereto.

15.4.3 The Board, at its November 14, 2016 meeting and pursuant to Section 6.9, recommended a change to this Agreement to add Le Sueur County as a member of the Cannon River Drug and Violent Offender Task Force and afford Le Sueur County all of the rights associated with such membership comparable to all other members, as outlined herein.

15.4.4 Upon execution of this Agreement by all parties, Le Sueur County shall be deemed and shall be a member of the Cannon River Drug and Violent Offender Task Force and shall have all of the rights associated with such membership comparable to all other members, as outlined herein.

15.4.5 This Agreement supersedes the Joint Powers Agreement, Cannon River Drug and Violent Offender Task Force Agreement dated May, 2015 and any other Agreement, whether written or not, entered into before this Agreement.

16. Cross Jurisdictional Law Enforcement Authority.

- 16.1 Each member hereby agrees to allow licensed law enforcement officers assigned to the Task Force to perform Task Force operations within the jurisdictional boundaries of one or more of the other parties. Law enforcement officers assigned to the Task Force while operating in a member's jurisdiction pursuant to this Agreement shall have the arrest and other authority of the individual members while within the territorial jurisdiction of any member.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF DUNDAS

Glenn Switzer, Mayor

Date: _____

John McCarthy, City Administrator

Date: _____

Gordon Mincke, Chief of Police

Date: _____

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF FARIBAULT

Kevin Voracek, Mayor

Date: _____

Brian Anderson, City Administrator

Date: _____

Andy Bohlen, Chief of Police

Date: _____

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF LONSDALE

Tim Rud, Mayor

Date: _____

Joel Erickson, City Administrator

Date: _____

Jason Schmitz, Chief of Police

Date: _____

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF NORTHFIELD

Rhonda Pownell, Mayor

Date: _____

Deb Little, City Clerk

Date: _____

Monte Nelson, Chief of Police

Date: _____

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

COUNTY OF RICE

Jake Gillen, Chair
Rice County Board of Commissioners

Date: _____

Sara Folsted
County Administrator

Date: _____

Troy Dunn
Sheriff

Date: _____

John L. Fossum
Rice County Attorney

Date: _____

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

COUNTY OF LE SUEUR

_____, Chair
Le Sueur County Board of Commissioners

Date: _____

_____, County Administrator

Date: _____

Brett Mason, Sheriff

Date: _____

Brent Christian, County Attorney

Date: _____