

MINNESOTA RIVER VALLEY DRUG TASK FORCE
JOINT POWERS AGREEMENT

This Joint Powers Agreement is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Parties,” and individually as “Party” which are signatories to this “Agreement.” This Agreement supersedes any Joint Powers Agreements or amendments effective prior to the date of this Agreement. This Agreement is effective as of the date all ten participating Parties Members have executed this Agreement.

In consideration of the mutual promises and covenants contained herein, and subject to the provisions of Minn. Stat. § 471.59 the following Parties:

Cities	Counties
City of Mankato	Blue Earth County
City of North Mankato	Martin County
City of St. James	Watonwan County
City of St. Peter	Nicollet County
City of Madelia	
City of Fairmont	

Also referred to herein as “Participating Member(s)” hereto agree as follows:

1. PURPOSE: The purpose of this Agreement is to provide law enforcement resources for narcotics law enforcement in the jurisdictions of the Participating Members which are party to this Agreement. The Parties recognize that there are benefits for a coordinated Task Force approach for narcotics law enforcement, and to share in resources.
2. METHOD: The Minnesota River Valley Drug Task Force (“Task Force”) is a group of law enforcement officers working together under the direction of the Board of Directors for the purpose of narcotics laws enforcement within the boundaries of the Participating Members to this agreement.

Any peace officer assigned to or working with this Task Force is hereby deputized by the governing body of the Participating Member that they enter pursuant to this Agreement for the period of time that they are operating pursuant to and under the authority of this Agreement.

Law enforcement officers may enter the territory of a Participating Member with full police powers in the following circumstances and under the following conditions:

- A. Any investigation relating to the narcotics enforcement mission of the Task Force.
- B. Any investigation relating to a crime in progress or criminals in flight observed by a peace officer assigned to or working with the Task Force.

3. BOARD OF DIRECTORS: The Minnesota River Valley Drug Task Force shall be governed by a Board of Directors. The Board of Directors shall consist of the Sheriff or Chief of Police of each Participating Member or a substitute law enforcement officer designated by the Sheriff or Chief of Police to serve in his/her place. Each board member shall have one vote. A prosecuting attorney appointed by the Blue Earth County Attorney shall also be a Board member and shall have one vote.
4. RECEIPT OF FORFEITURE ASSETS: All assets generated through seizure/forfeiture in narcotics law enforcement cases conducted by Task Force officers or Participating Members shall be forwarded to the Task Force and shall remain the property of the Task Force until such time as the entire Task Force is dissolved. Such forfeited assets shall be forwarded to the Task Force whether derived from an investigation by Task Force officer, by Task Force officers in conjunction with other law enforcement agencies, or by law enforcement agencies of Participating Members acting independently of Task Force officers.
5. DISTRIBUTION OF FORFEITURE FUNDS: Any asset seizures related to Task Force investigation that results in state court-ordered forfeitures must be disbursed according to Minnesota Statute 609.5315, Subd. 5:

Minnesota Statute 609.5315, Subd. 5: Distribution of Money. The money or proceeds from the sale of forfeited property, after payment of seizure, storage, forfeiture, and sale expenses, and satisfaction of valid liens against the property must be distributed as follows:

- A. 70 percent of the money proceeds must be forwarded to the appropriate property agency for deposit as a supplement to the agency's operating fund or similar fund for the use in law enforcement,
- B. 20 percent of the money or proceeds must be forwarded to the county attorney or other prosecuting agency that handled the forfeiture for deposit as a supplement to its operating fund or similar fund for prosecutorial purposes, and
- C. the remaining ten percent of the money or proceeds must be forwarded within 60 days after resolution of the forfeiture to the state treasury and credited to the general fund. Any local police relief association organized under Chapter 423 which received or was entitled to receive the proceeds of any sale made under this section before the effective date of Laws 1988, Chapter 665, Sections 1 to 17, shall continue to receive and retain the proceeds of these sales.

Under this section, three (3) checks shall be written. The check to the State Treasurer should be sent to:

TREASURER'S OFFICE
303 SHERBURNE AVE.
ST. PAUL, MN 55155

And contain reference to Minnesota Statute 609.5315, Subd. 5.

The remaining checks shall be written and delivered to the appropriate law enforcement and prosecuting agency.

6. **DEFEND AND INDEMNIFY**: The Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, damages, judgments, costs and expenses, or lawsuits for damages arising from or related to the acts of the Task Force members and their agents in the performance of the duties contemplated by this Agreement, or by reason of the action or inaction of the Board and/or employees and/or the agents of 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 States Statutes, Section 466.04.

To the full extent permitted by law, actions 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 purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b).

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.

Each Participating Member shall be responsible for damages to or loss of its own equipment. Each Participating Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating 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 damages or losses were caused wholly or partially by the negligence of any other Participating Members of its officers, agents, employees, or volunteers.

The Parties of 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 acts or omissions of the other Parties.

However, the parties other than the appointed jurisdiction that serves as fiduciary responsibilities agree to save and hold harmless the jurisdiction and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of any failure by the other parties or their subcontractors, agents, or employees to comply with any restrictions placed on use of funds by any governmental entity which are disbursed to them by the jurisdiction pursuant to this agreement.

Under no circumstances shall a Participating Member be required to pay on behalf of itself or other Participating Members, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third party claim or action. The

statutory limits of liability for some, or all, of the Participating Members may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

7. EXPENDITURES: Any expenditure over \$1,500.00 requires approval of the Board of Directors, and any narcotics “buy” over \$1,000.00 requires prior approval of the Task Force Commander.
8. FISCAL AGENT: The County of Blue Earth shall serve as fiscal agent. The Blue Earth County Sheriff will serve as the authorized signatory for any official documents, financial records, grant documents, etc., as approved by Board of Directors. The finance director for Blue Earth County shall receive and disburse funds and keep financial records. As fiscal agent, Blue Earth County is authorized to initiate civil court actions, at the request of the Board of Directors, in furthering of Task Force goals.
9. SUPERVISION: The day-to-day supervision of the Task Force shall be provided by a Task Force Commander who is appointed by majority vote of the Board of Directors.

The Task Force Commander assigned to the Minnesota River Valley Drug Task Force will act as the daily coordinator of the Task Force officers and agents assigned from Participating Members.

Duties of the Task Force Commander will include:

- A. Provide effective leadership and administrative coordination of the Minnesota River Valley Drug Task Force.
 - B. Direct officer/agent assignments and manpower as necessary on a daily basis for given investigations.
 - C. Direct field operations.
 - D. Strengthen communications and cooperation with other law enforcement agencies in and outside of the geographic region.
 - E. Provide effective training programs for participating personnel, the costs of which shall be absorbed by the Participating Member employing the officer in question with prior approval from the officer’s employer.
 - F. Act as a liaison with the Command Staff as well as Investigative Divisions of all Participating Members concerning significant case developments, overtime, disciplinary problems, and other performance.
10. PERSONNEL:
 - A. Each Participating Member is responsible for providing its respective personnel with salaries, benefits, and overtime in accordance with FLSA regulations and departmental policy.
 - B. Each Participating Member of the Minnesota River Valley Drug Task Force shall be responsible for acts of its participating officers/agents and shall incur any liabilities arising out of the service and activities of those officers while participating in the Minnesota River Valley Drug Task Force. Personnel assigned

to the Minnesota River Valley Drug Task Force shall have the same duties, powers, privileges, responsibilities, immunities, and jurisdictions as conferred upon them as officers of their own jurisdictions.

- C. Temporary recall of personnel and/or equipment by a Participating Member will be coordinated with the Task Force Commander.
 - D. A two-year or longer assignment of personnel is preferred.
 - E. All personnel assigned to the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and shall be subject to the directive of that Commander regardless of position or rank in their respective agencies.
 - F. Management from Participating Member, with the input of the Minnesota River Valley Drug Task Force, will handle all actions of a disciplinary nature concerning law enforcement personnel from their Participating Member.
 - G. Each Participating Member will maintain workers' compensation insurance or self-insurance coverage, 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. Each Participating Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Member for any worker's compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Member or its officers, agents, employees, or volunteers.
11. EQUIPMENT: The Task Force or the Participating Member will provide all equipment needed for the operation of the Minnesota River Valley Drug Task Force. In the event of negligence by a Task Force employee, the individual employee and/or Participating Member may be responsible for the repair or replacement of the equipment. Vehicles assigned to the Task Force officers will be provided by the Task Force. Insurance for these vehicles will be the responsibility of the Participating Member providing the Task Force officer. Participating Members are expected to properly equip officers/agents assigned to the Minnesota River Valley Drug Task Force with equipment necessary to complete the effective investigations and safe enforcement operations.
12. REPORTS: Officers assigned to the Minnesota River Valley Drug Task Force will use Task Force specific report forms for supplemental reports. The Task Force Commander will develop an annual report that will be sent to all Participating Members in the Task Force.
13. MEDIA: All media releases concerning arrests and investigations conducted by the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and the chief of police or sheriff of the Participating Members.
14. FUNDING: Each Participating Member agrees to provide whatever resources are agreed to in a yearly proposal to be set by the Board. Those resources may be personnel and/or financial in nature and are designed to assist in the operation of the Task Force. Resources may also be provided in kind (e.g. furnishing office space) at the discretion of the Board of Directors. The Task Force fiscal agent at this time is Blue Earth County.

They shall be charged with the responsibility of keeping all financial records, filing required reports in connection with any grant funding, and complying with any required or requested financial audits.

15. TERMINATION: Any Participating Member may terminate the terms of this agreement by giving thirteen (13) months' written notice to the other Participating Members. Notice of intent to terminate this Agreement must be given no later than December 1 of the year proceeding the year of designated termination.
16. DISSOLUTION: The Task Force may be dissolved by majority vote of the Board of Directors. Any Task Force assets shall be divided among the Participating Members in the Task Force at the time of dissolution. Distribution will be based on populations of Participating Members. (Simplified example: If Task Force assets are \$100,000.00 and combined populations of Participating Members is 100,000, and Mankato population is 30,000 and Blue Earth County is 30,000 not counting the City of Mankato, then Mankato receives \$30,000.00 and Blue Earth County receives \$30,000.00, etc.) Non-liquid asset values shall be determined by the fiscal agent.
17. INSURANCE: The Task Force shall obtain and maintain liability insurance and the liability insurance must be consistent with the risk exposure of the Task Force under the state tort liability limits found in Chapter 466 of the Minnesota Statutes.
18. AMENDMENTS: This agreement may be amended only in writing and upon the consent of the governing bodies of all of the Participating Members.
19. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal agent.
20. RECORDS, ACCOUNTS AND REPORTS: The books and records of the Minnesota River Valley Drug Task Force shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, Subd. 5.
21. Each signer certifies that the governing body of the Participating Member which they represent has passed a resolution authorizing entry into this Joint Exercise of Powers Agreement and that the signer has the authority to execute this Agreement on behalf of the Participating Member.

Participating Cities:

_____ City of Mankato Director of Public Safety	Date: _____
_____ Mankato City Manager	Date: _____
_____ City of North Mankato Chief of Police	Date: _____
_____ North Mankato City Administrator	Date: _____
_____ City of St. James Chief of Police	Date: _____
_____ St. James Mayor	Date: _____
_____ City of St. Peter Chief of Police	Date: _____
_____ St. Peter City Administrator	Date: _____
_____ City of Madelia Chief of Police	Date: _____
_____ Madelia City Administrator	Date: _____
_____ City of Fairmont Chief of Police	Date: _____
_____ Fairmont City Administrator	Date: _____

Participating Counties:

Blue Earth County Sheriff

Date: _____

Blue Earth County Board Chair

Date: _____

Martin County Sheriff

Date: _____

Martin County Board Chair

Date: _____

Watonwan County Sheriff

Date: _____

Watonwan County Board Chair

Date: _____

Nicollet County Sheriff

Date: _____

Nicollet County Board Chair

Date: _____