

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR FEDERAL
EQUITABLE SHARING FOR THE ANOKA-HENNEPIN NARCOTICS AND
VIOLENT CRIMES TASK FORCE**

The Anoka-Hennepin Narcotics and Violent Crimes Task Force (Task Force) recognizes an ancillary benefit of asset forfeiture is the potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies through equitable sharing. The Equitable Sharing Program (Program) enhances cooperation among federal, state, local, and tribal law enforcement by providing valuable additional resources to each Task Force member agency. Equitable sharing funds are designed to supplement and enhance, not supplant, appropriated agency resources.

The Task Force understands that federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. The Task Force understands that the exercise of this authority is discretionary and limited by statute and sharing is not required in any case. In addition, the Task Force understands that sharing is only available from net proceeds after recovery of government expenses and payment of victim compensation. The amount shared for each asset will bear a reasonable relationship to the degree of direct participation of the Task Force as a whole and the decision maker will consider the sharing recommendations outlined in this section based on qualitative factors such as unique contributions and financial obligations of the Task Force.

The purpose of this section of the MOU is to designate the Anoka County Sheriff's Office as the fiduciary agency for the Task Force. The Anoka County Sheriff's Office agrees to submit sharing requests for all seizures involving the Task Force. All Task Force member agencies agree and understand that all sharing will be awarded to the Anoka County Sheriff's Office and all sharing funds will be retained by the Anoka County Sheriff's Office for Task Force expenses.

The Task Force understands that for the Anoka County Sheriff's Office to receive shared funds, they must be compliant with Program guidelines and reporting requirements. The Agency Head of the Anoka County Sheriff's Office and the Anoka County Administrator must annually sign the Equitable Sharing Agreement and Certification (ESAC) report. By signing and submitting the ESAC report, the Anoka County Sheriff's Office and its jurisdiction agree to abide by all policies set forth in the current *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* and all subsequent updates.

Sharing Request Submissions: Sharing requests may be submitted by the Anoka County Sheriff's Office on behalf of the Task Force at any time following the seizure, but no later than

45 days after forfeiture. Only one sharing request will be submitted by the Anoka County Sheriff's Office on behalf of the Task Force for each asset. Should any Task Force member agency provide assistance in an investigation that is unrelated to the Task Force, the member agency may also submit a sharing request based solely on that contribution.

Financial Management Requirements: Equitable sharing funds are awarded to one single agency, the Anoka County Sheriff's Office (fiduciary), designated by the Task Force. The Anoka County Sheriff's Office may spend equitable sharing funds for the payment of Task Force expenses. The Anoka County Sheriff's Office may earmark funds awarded from cases involving the Task Force for such expenses. The Anoka County Sheriff's Office will maintain all federally shared funds in separate revenue accounts/accounting codes by the Anoka County Sheriff's Office jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.

Funds may be expended in support of task force operations, such as paying leases and renting undercover vehicles and cell phones. The Task Force member agencies will not submit individual sharing requests, nor will member agencies receive funds from the Anoka County Sheriff's Office.

The Task Force may deviate from awarding its full share to the Anoka County Sheriff's Office on a case-by-case basis as needed upon concurrence of all task force member agencies and must be equitable, in writing, and agreed upon prior to the onset of the investigation. Deviations from the agreed upon percentages generally would occur only in rare and unique situations involving cases where a larger than usual sharing may occur.

Change in Participation: This portion of the Agreement/Memorandum of Understanding will be updated each time a change in Task Force member or manpower contribution occurs and/or if a change in financial or administrative responsibilities occurs.

Dissolution: Should the Task Force disband, or a member agency withdraw from the Task Force, all funds currently in the Anoka County Sheriff's Office possession remain with the Anoka County Sheriff's Office. No funds will be transferred to any agency at any time, including upon departure from the Task Force, except with written approval from the Money Laundering and Asset Recovery Section.

Jurisdiction Concurrence: By signing below, the Anoka County Sheriff certifies that all funds will be maintained in the same manner as all appropriated funds and expenditures will be subject to all jurisdictional policies and procedures for procurement and disposal of tangible items purchased with shared funds. Equitable sharing funds will be included in the

jurisdiction's Single Audit and subject to the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

SIGNATURES

All parties to this agreement need not sign the same copy of the agreement.
An original agreement signed by each party to this agreement shall be maintained
in the Office of the Anoka County Sheriff.

DATE: _____

County of Anoka

By: _____

Rhonda Sivarajah

Its: County Board Chair

By: _____

Jerry Soma

Its: County Administrator

By: _____

James Stuart

Its: Sheriff

Approved as to Form

By: _____

Bryan R. Lindberg

Its: Attorney

SIGNATURES

All parties to this agreement need not sign the same copy of the agreement.
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in the Office of the Anoka County Sheriff.

DATE: _____

City of Anoka

By: _____
Phil Rice

Its: Mayor

By: _____
Greg Lee

Its: City Manager

By: _____
Eric Peterson

Its: Chief of Police

SIGNATURES

All parties to this agreement need not sign the same copy of the agreement.
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in the Office of the Anoka County Sheriff.

DATE: _____

City of Blaine

By: _____
Tom Ryan

Its: Mayor

By: _____
Clark Arneson

Its: City Manager

By: _____
Brian Podany

Its: Director of Public Safety

SIGNATURES

All parties to this agreement need not sign the same copy of the agreement.
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in the Office of the Anoka County Sheriff.

DATE: _____

City of Champlin

By: _____
Ryan Karasek

Its: Mayor

By: _____
Bret Heitkamp

Its: City Administrator

By: _____
Ty Schmidt

Its: Chief of Police

SIGNATURES

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in the Office of the Anoka County Sheriff.

DATE: _____

City of Columbia Heights

By: _____
Donna Schmitt

Its: Mayor

By: _____
Walter R. Fehst

Its: City Manager

By: _____
Lenny Austin

Its: Chief of Police

SIGNATURES

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in the Office of the Anoka County Sheriff.

DATE: _____

City of Coon Rapids

By: _____
Jerry Koch

Its: Mayor

By: _____
Matt Stemwedel

Its: City Manager

By: _____
Brad Wise

Its: Chief of Police

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in the Office of the Anoka County Sheriff.

DATE: _____

City of Fridley

By: _____
Scott Lund

Its: Mayor

By: _____
Walter Wysopal

Its: City Manager

By: _____
Brian Weierke

Its: Director of Public Safety

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in the Office of the Anoka County Sheriff.

DATE: _____

City of Maple Grove

By: _____
Mark Steffenson

Its: Mayor

By: _____
Heidi Nelson

Its: City Administrator

By: _____
Eric Werner

Its: Chief of Police

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All parties to this agreement need not sign the same copy of the agreement.
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in the Office of the Anoka County Sheriff.

DATE: _____

City of Ramsey

By: _____
John LeTourneau

Its: Mayor

By: _____
Kurt Ulrich

Its: City Administrator

By: _____
Jeff Katers

Its: Chief of Police

SIGNATURES

All parties to this agreement need not sign the same copy of the agreement.
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in the Office of the Anoka County Sheriff.

DATE: _____

City of Rogers

By: _____
Rick Ihli

Its: Mayor

By: _____
Steve Stahmer

Its: City Administrator

By: _____
Jeffrey Beahen

Its: Chief of Police