

Fiscal Agent Agreement

This is a Fiscal Agent Agreement (“Agreement”) between Anoka County, a political subdivision of the State of Minnesota, on behalf of its Sheriff’s Office, 13301 Hanson Blvd NW Andover, MN 55304 (“County”), and the City of Coon Rapids, the City of Blaine, the City of Anoka, the City of Columbia Heights, the City of Maple Grove, the City of Rogers, the City of Ramsey, and the City of Champlin (each, a “City” and collectively, the “Cities”).

Recitals

- A. The County has joined the North Central High-Intensity Drug Trafficking Area (“HIDTA”) and receives federal HIDTA grant funding to pay overtime for investigators assigned to the Violent Crime Enforcement Team (“VCET”). The County and City’s participation in HIDTA is governed by the Joint Powers Agreement #C0007372A.
- B. The Cities wish to provide investigators to the VCET and require funding to pay overtime costs.
- C. The County agrees to act as fiscal agent to distribute to the Cities the HIDTA grant funds to pay overtime costs.

1. Term

The term of this Agreement shall be from January 1, 2024, through December 31, 2027, or upon the termination of grant funding from the HIDTA to pay overtime costs, whichever occurs first. Agreement renewals shall be made by way of a written Amendment to this Agreement and signed by authorized representatives.

2. Scope of Service

The parties agree as follows:

- 2.1. The Cities agree that they will:

2.1.1. Produce a quarterly list of who is eligible for Overtime including hours worked and case numbers assigned with hours worked (“Eligibility List”);

2.2. The County agrees that it will:

2.2.1. Receive invoices from the Cities for VCET overtime costs; and

2.2.2. Pay invoices of the Cities from funds received via the annual HIDTA Grant Agreement between the County and the federal Office of National Drug Control Policy (the “Grant Agreement”).

The parties agree that accounting, procurement and other fiscal agent services provided by County will comply with generally accepted accounting principles and County Finance Department policies.

2.3. Type of Audit and Frequency

The County will conduct fiscal and program audits annually. Audit findings and corrective actions will be issued in writing to the Cities 45 days after the completion of the audit. Cities will be required to respond to corrective actions in writing 30 days after the receipt of the written audit from the County.

2.4. Resolution Measures for Noncompliance with the Agreement

Resolution measures for non-compliance with the Agreement will consist of a written report that clearly states the areas of non-compliance, the corrective action needed to be in compliance, and a timeline to complete each corrective action as stated in the written fiscal or program audit. On-going fiscal and program audits will occur to ensure compliance with the Agreement.

2.5. Payment Processing has adequate segregation of duties

The County and the Cities have adequate segregation of duties as stipulated by the Governmental Accounting Standards Board. The County accounting and procurement departments and other fiscal agent services comply with general accounting principles and the County Finance Department policies.

3. General Contract / Agreement Terms and Conditions

3.1. Payment

The Cities will forward invoices to the County on a quarterly basis for overtime expenses related to their participation in VCET.

The County will not receive payment for administrative costs or expenses related to this Agreement.

3.2. Application for Payments

3.2.1. Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.2. Each application for payment shall contain the Eligibility List, an itemized list of services furnished, dates of services provided, and the total invoice amount.

3.2.3. Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

3.2.4. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.

3.3. Independent Contractor

The County is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the County as an employee of any other party.

3.4. Data Practices

All data collected, created, received, maintained, or disseminated for any purpose in the course of the County's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

3.5. Indemnification

Subject to Minn. Stat. Ch. 466, each party is solely responsible for the acts or omissions of their respective employees when acting in the course and scope of their employment duties. No party may be held liable for the acts or omissions of another party's employees, officers, or agents under this Agreement.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials, and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability.

3.6. Records Retention

Until the expiration of six years after the furnishing of services pursuant to the Agreement, the County shall retain a copy of the Agreement and the books, documents, records, and accounting procedures and practices of the County relating to this Agreement.

3.7. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service, or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of a representative change, notice of such change shall be given to the other parties.

Anoka County: Commander Derek Schuldt 13301 Hanson Blvd NW
Andover, MN 55304

City of Coon Rapids: Chief Bill Steiner, 11155 Robinson Dr, Coon Rapids, MN 55433

City of Blaine: Chief Brian Podany, 10801 Town Square Dr NE, Blaine, MN 55449

City of Anoka: Chief Eric Peterson, 275 Harrison St, Anoka, MN 55303

City of Columbia Heights: Chief Lenny Austin, 825 41 ST AVE, Columbia Heights, MN 55421

City of Ramsey: Chief Jeff Katers, 7550 Sunwood Dr NW Ramsey, MN 55303

City of Maple Grove: Chief Eric Werner, 12800 Arbor Lakes Parkway, Maple Grove, MN 55369

City of Rogers: Chief Dan Wills, 21860 Industrial Ct, Rogers, MN 55374

City of Champlin: Chief Glen Schneider, 11955 Champlin Dr, Champlin, MN 55316

3.8. Non-Assignability

The parties to this Agreement shall have no right to assign any interest in this Agreement and shall not transfer any interest in this Agreement by subcontract or assignment without the prior written consent of all other parties to the Agreement.

3.9. Force Majeure

No party shall be liable for any loss or damage incurred by any other party as a result of events outside the control of such party ("Force Majeure Events") including, but not limited to war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.10. Unavailability of Funding – Termination

The services of the County under this Agreement are subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding is no longer

available or is not appropriated by the Board of County Commissioners. Termination shall be treated as a termination without cause and will not result in any penalty or expense to the County.

3.11. Termination

- 3.11.1. The County may immediately terminate this Agreement if any proceeding or other action is filed by or against any other party seeking reorganization, liquidation, dissolution, or insolvency of such party under any law relating to bankruptcy, insolvency, or relief of debtors.
- 3.11.2. If a City breaches any material terms or conditions of this Agreement, the County may, without prejudice to any right or remedy, give the breaching party fourteen (14) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fourteen (14) day cure period, this Agreement shall terminate upon expiration of the cure period.
- 3.11.3. The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Cities.
- 3.11.4. Any City may terminate its participation in this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the other parties.
- 3.11.5. Any City may immediately terminate this Agreement if any proceeding or other action is filed by or against any other party seeking reorganization, liquidation, dissolution, or insolvency of such party under any law relating to bankruptcy, insolvency, or relief of debtors.
- 3.11.6. In the event of termination of this Agreement pursuant to this section, funds will be distributed, and payment of liabilities will occur as follows:

3.11.6.1. The County will pay any outstanding expenses incurred by VCET, including reimbursing the Cities for any overtime expenses incurred as a result of participation in VCET.

3.11.6.2. After all expenses have been paid as outlined above, any remaining funds will be returned to the source of the grant funding.

3.12. Interpretation of Agreement; Venue

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Anoka County, Minnesota

3.13. Dispute Resolution and Escalation Procedures

In the event of a dispute, the disputing party will speak with the VCET commander. The disputing party and the VCET commander will work together to try to resolve the dispute. If both parties fail to come to a mutual agreement to resolve the dispute, the parties will engage in good-faith negotiation to resolve the dispute before resorting to the legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation, or arbitration may be used against either party in the legal process if the dispute is not resolved.

3.14. Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.15. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by all parties

3.16. Limitation of Liability.

The County is not responsible for providing services outside of the scope of the Agreement. The County is not liable for management decisions made by any City, or any other organization, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of any City or any other organization.

3.17. Entire Agreement

The written Agreement, including all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral. No subsequent agreement between the County and the Cities to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

3.18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.

Wherefore, the County and the Cities have executed this Fiscal Agent Agreement as of the last date written below.

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: _____

Matt Look

Its: County Board Chair

By: _____

Rhonda Sivarajah

Its: County Administrator

By: _____

Brad Wise

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. An original agreement signed by each party to this agreement shall be maintained 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. An original agreement signed by each party to this agreement shall be maintained in the Office of the Anoka County Sheriff.

DATE: _____

City of Blaine

By: _____

Tim Sanders

Its: Mayor

By: _____

Michelle Wolfe

Its: City Manager

By: _____

Brian Podany

Its: Chief of Police

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: _____

City of Champlin

By: _____
Ryan Sabas

Its: Mayor

By: _____
Bret Heitkamp

Its: City Administrator

By: _____
Glen Schneider

Its: Chief of Police

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: _____

City of Columbia Heights

By: _____

Amada Marquez Simula

Its: Mayor

By: _____

Kelly Bourgeois

Its: City Manager

By: _____

Lenny Austin

Its: Chief of Police

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: _____

City of Coon Rapids

By: _____
Jerry Koch

Its: Mayor

By: _____
Matt Stemwedel

Its: City Manager

By: _____
Bill Steiner

Its: Chief of Police

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: _____

City of Rogers

By: _____
Rick Ihli

Its: Mayor

By: _____
Steve Stahmer

Its: City Administrator

By: _____
Dan Wills

Its: Chief of Police

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: _____

City of Ramsey

By: _____
Mark E Kuzma

Its: Mayor

By: _____
Brain Hagen

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. An original agreement signed by each party to this agreement shall be maintained 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

