

**JOINT AND COOPERATIVE AGREEMENT
FOR THE FORMATION AND ADMINISTRATION OF THE
ANOKA-HENNEPIN NARCOTICS AND VIOLENT CRIMES TASK FORCE**

I. PARTIES

The parties to this agreement are political subdivisions of the State of Minnesota. This agreement is made pursuant to Minnesota Statutes Section § 471.59, as amended.

II. PROBLEM AND PURPOSE

The parties hereto find that drug abuse and related violent criminal activities have increased significantly within and between their communities in recent years. As communities located on or near the northern borders of Minneapolis and St. Paul, a significant amount of drug traffic, violent crime, and organized criminal gang activity has emerged and migrated into their communities. Linked by the 610, 694, and 169 bridges over the Mississippi River, the communities share common borders with easy access which has provided a conduit for drug traffickers and criminal elements to utilize. The nature of drug law enforcement, violent crime, and the criminal enterprise associated with them does not adhere to jurisdictional boundaries. In addition, the individual parties hereto face the difficulty of limited resources and ever-increasing demands for service which make effective organized drug enforcement difficult on an individual basis.

The general purpose of this agreement is to provide coordination and joint enforcement efforts within the jurisdictional boundaries of the parties of controlled substance crimes as defined in federal, state, and local statutes, as well as related violent crime and the criminal enterprise associated with them.

III. NAME

This joint enforcement project shall be known as the Anoka-Hennepin Narcotics and Violent Crimes Task Force (herein referred to as “the Task Force”).

IV. MEMBERSHIP

The parties to this agreement shall be the Cities of Anoka, Blaine, Champlin, Columbia Heights, Coon Rapids, Maple Grove, Ramsey, and Rogers, and the County of Anoka (herein collectively referred to as “the parties”).

V. ADMINISTRATION

A Task Force Advisory Board is formed consisting of the Chiefs of Police and Sheriff, or his or her designee, from each party. The Task Force Commander and supervisors will serve in an advisory capacity and shall have responsibility for administration of the Task Force. A prosecuting attorney from Anoka County will act in an advisory capacity to the Board. The Anoka County Sheriff’s Office will be the coordinating law enforcement agency and provide the day-to-day administration of the Task Force through the assignment of the Investigative Lieutenant, serving as the Task Force Commander. The Commander will be assisted by a Sergeant assigned to the Task Force by any of the participating Police Departments and a Detective Team Leader assigned to the Task Force by the Anoka County Sheriff’s Office.

The Task Force Advisory Board members, which have voting authority, will be the Chiefs of Police and the Sheriff, or his or her designee, from each party. The votes

shall be weighed based on the number of officers assigned to the Task Force, capped at two votes per agency.

In any issue requiring a vote of the Advisory Board, a quorum consisting of a majority of voting members must be present to vote. In order for a motion or item to pass, a majority of the quorum must vote in favor of the motion or item.

The Advisory Board shall elect a chair to conduct board meetings and serve as liaison between the parties, the Commander, and the Board.

VI. OPERATION

Section 1. Composition

The Task Force shall consist of full-time peace officers POST licensed to practice law enforcement as defined in Minnesota Statutes, Chapter 626. One of the assigned officers shall hold the rank of Sergeant. The assigned Sergeant may come from any member agency. The minimum number of licensed peace officers each member may assign to the Task Force is one (1). Each officer will remain an employee of the party assigning the officer to the Task Force. The Advisory Board may approve a change in the composition of the Task Force upon the request of any party. Members will inform the Board of their staffing commitment in a timely manner as to allow for overall planning by the Task Force Commander. No party may be required to assign additional officers to the Task Force without the consent of the affected party.

Section 2. Chain of Command

Advisory Board: The Advisory Board shall be responsible for the overall management and budget of the Task Force as set forth in section V. of the agreement.

Executive Committee: The Board will establish an Executive Committee whose purpose is to conduct research and gather information to advise the Board, and carry out any other responsibilities or duties as described within this Joint Powers Agreement. The Executive Committee shall consist of the Advisory Board Chair, Advisory Board Vice-Chair and the Task Force Commander. Under the Task Force's prior agreement, the Chair and Vice Chair were elected to a term beginning Jan. 1, 2024 and ending Jan. 1, 2025 and shall remain in those positions under this Agreement. Each year the Board shall elect from its members an Advisory Board Vice-Chair. The term of the Chair and Vice Chair shall be one year. The Vice-Chair will assume a Board Chair vacancy by automatic succession.

Advisory Board Chair: The Advisory Board Chair shall be responsible for conducting business meetings, documenting meeting minutes and facilitating communication with members of the Advisory Board and the Task Force Commander.

Advisory Board Vice-Chair: The Advisory Board Vice-Chair will fill in for the Board Chair during absences.

Commander/Lieutenant: The Task Force Commander shall be the head of the Task Force and will also serve on the Executive Committee. A Lieutenant of the Anoka County Sheriff's Office will act in this capacity at the onset of this agreement. The salary

and benefits of the Task Force Commander will be funded 50% from the Anoka County Sheriff's Office, and 50% from the state grant budget.

The Commander shall serve at the pleasure of the Advisory Board and may be removed by a majority vote of the Board. The Commander reports directly to the Advisory Board. The Commander will make the day-to-day operational and administrative decisions of the Task Force.

Sergeant/Team Leader: One Sergeant shall be assigned to the Task Force by one of the member agencies. One Team Leader shall be assigned to the Task Force by the Anoka County Sheriff's Office. The Sergeant and Team Leader operate at the direction of the Task Force Commander. They are responsible for the direct oversight of officers assigned to the Task Force by the parties.

Officers: Officers assigned to the Task Force operate at the direction and under the supervision of the Task Force Commander and Supervisors while assigned.

Clerical: The Task Force may hire clerical support for the Task Force from the grant budget. The County of Anoka agrees to act as the employer of the person hired.

Section 3. Equipment

Equipment purchased by the Task Force during the grant period for Task Force usage shall be divided amongst the parties by the Advisory Board at the end of the grant period if this agreement is not renewed. Upon a mutually agreed dissolution of this Task Force, all equipment owned by the Task Force will be distributed between the parties as decided by the Advisory Board. Parties are expected to also utilize their own equipment

such as body transmitters and surveillance vans on an as-needed basis. All equipment brought into Task Force use by an agency will remain the property of the agency supplying said equipment. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Party 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 the Task Force or another Party.

Section 4. Facilities

Each Task force member will work out of a centrally located office furnished and maintained by the Task Force as provided in the annual grant budget.

Section 5. Policy and Procedure

Operational policy and procedure may be developed for the Task Force based on an examination of operational goals and administrative need. These policies and procedures will be proposed to the Advisory Board by supervisory staff who will conduct ongoing evaluations of Task Force operations and need. Policies and procedures will be implemented at the direction of the Advisory Board.

Section 6. Purchase of Evidence/Information

The purchase of evidence and information shall be done in a manner consistent with the approved policy and procedures.

Section 7. Supplies

Office supplies will be provided by the Task Force under the grant annual budget. Any supplies not itemized in the grant annual budget will be provided by that officer's employment agency.

Section 8. Sworn Personnel

Each party is providing licensed peace officers under the conditions outlined herein. Wages and benefits for these officers will be the primary responsibility of the officer's employing agency during the grant period. Wage and benefit reimbursement, to include overtime costs, may be reimbursed through the grant as approved by the Advisory Board.

An officer assigned to the Task Force by a party may be removed from the Task Force by the appointing party or through a majority vote of the Advisory Board. The party shall then appoint a suitable replacement for the removed officer.

Peace officers assigned to the Task Force shall be equipped by their employment parties with appropriate police credentials and suitable firearms. The employment party will be responsible for providing any POST required training to their officers assigned to the Task Force.

The Commander may direct additional, specialized training to be paid through the grant budget.

Section 9. Vehicles

~~The Task Force shall provide up to one vehicle for each officer assigned to the~~
Task Force. Each party will be responsible for fuel, insurance, and maintenance costs

incurred by the vehicle(s) leased for the officer(s) assigned by that party. Larger unforeseen repair costs may be presented to the Advisory Board for approval to use Task Force forfeiture funds for the repair. Upon termination of this agreement, the vehicles will either be absorbed by the parties agreeing to assume leasing obligations or returned to the leasing agency. Vehicles owned by a party and utilized by the Task Force will remain the responsibility of the party, as will costs incurred for the vehicle's use and maintenance. A party's automobile liability coverage and auto physical damage coverage, or program of self-insurance, shall be primary to any coverage maintained by the Task Force.

VII. TASKS

Section 1. The primary function and responsibility of the Task Force is to detect, investigate, gather evidence, and apprehend drug traffickers, as well as assist in violent crimes and gang related investigations, within the geographic area of the parties. As a result of the nature of covert undercover operations, it is anticipated that undercover operatives may detect or become aware of other crimes, including drug crimes, occurring both within and outside the geographical boundaries of member agencies. The Task Force will pursue other avenues of investigation only upon recommendation of the Task Force Commander and by permission of the Chief of Police or Sheriff of the particular party involved. In addition, the Task Force may be used by any of the parties for other

investigative purposes under exigent circumstances or in a capacity wherein the nature of the investigation being undertaken requires undercover officers.

Section 2. It is the mission priority of this unit to investigate drug wholesalers (those individuals who bring drugs into the Task Force area), street-level drug distributors, those persons involved in the clandestine laboratory manufacturing of illicit drugs, and individuals who attempt to acquire pharmaceutical drugs in violation of the provisions of Minnesota Statutes, Chapter 152.

Section 3. A function of the Task Force will be to gather and to disseminate controlled substance intelligence information. The Task Force will maintain an ongoing intelligence filing system. The Task Force will attempt to investigate those leads, maintain on file that information, and upon request disseminate that information to the parties hereto.

Section 4. With permission of the Task Force Commander, the Task Force will provide training to member parties requesting that service. Requests for community drug education and drug awareness will be provided only upon permission of the Task Force Commander and the department of that particular party.

Section 5. Public announcements concerning the function of the Task Force will be made only by permission of the Advisory Board in conjunction with the parties to this agreement and by approval of the Chief of Police or Sheriff of the party in which that release is to be made.

Section 6. Public announcements concerning arrests or investigations conducted by the Task Force will be made by the Task Force Commander or the Chief of Police or

Sheriff of that party, or his or her designee, where that arrest was made, and upon approval of the Task Force Commander. News releases concerning the Task Force's function, investigations, and/or arrests will not be made by any Task Force officer unless specifically requested by the Task Force Commander or the Chief of Police or Sheriff with permission of the Task Force Commander or the Advisory Board.

VIII. FINANCIAL MATTERS

Section 1. The fiscal year of the Task Force shall be the calendar year.

Section 2. The Finance Department of Anoka County will be responsible for the administration of all funds coming under the direct supervision of the Task Force, whether federal grant funds or contributions of the parties.

Section 3. The Task Force Advisory Board shall direct the Commander to prepare an annual grant application, including proposed budget, which will be presented to the parties on or before the application deadline set by the Office of Justice Programs, Minnesota Department of Public Safety. The Task Force Commander shall submit the approved grant application and budget to the Office of Justice Programs by the deadline established by the Office of Justice Programs.

Section 4. Major funding for the Task force comes from a matching grant from the federal government. Under the terms of that grant, the contributions of the parties shall be at least 25% of the total budget established for the current year. An individual party's

financial contribution shall be proportioned to the number of officers committed to the

Task Force as shown in the grant application budget. The matching funds will be submitted to the Finance Department of Anoka County by the parties at the beginning of the grant period. Any unused match funds will be returned at the end of the grant period in a manner determined by the Advisory Board. Payment of any outstanding financial obligations shall be made in a manner determined by the Advisory Board.

Section 5. Any assets seized by the Task Force and awarded to the Task Force through administrative or judicial proceedings shall be distributed to the parties on a periodic basis as determined by the Board. The formula for distribution of these assets shall be proportioned based on the number of officers assigned for each participating agency. The Task Force Commander will be responsible for the distribution of funds or assets seized or forfeited by the Task Force.

Section 6. The Commander, upon direction and approval of the Advisory Board, is authorized to sign and enter into contracts on behalf of the Task Force as may be necessary.

Section 7. The Commander has authority to make purchases, payments, and expenditures, outside of yearly budgeted expenses, of up to \$1,000 without approval of the Advisory Board. The Executive Committee has the authority to make purchases, payments, and expenditures up to \$5,000 without Advisory Board approval.

IX. DEPUTATION

Officers assigned to the Task Force, while performing their assigned duties as

Task Force officers in a jurisdiction other than their own jurisdiction, shall have the same

powers, duties, privileges, and immunities as conferred upon them by their own jurisdiction. The authority granted hereunder does not constitute employment by the Task Force or by the city or county in which the duty or duties are being performed. Any workers' compensation claims or work-related injury that may occur as a result of working with the Task Force shall be the sole responsibility of the officer's home jurisdiction. Further, the authority granted hereunder extends only so far as may be necessary to complete the duties assigned to the officers and terminates at the expiration of this agreement and any extension thereof. Each Party waives the right to sue the Task Force and any other Party for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the Task Force or any other Party.

X. INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS

Section 1. Applicability

The Task Force shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this 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 M.S. 466.

Section 2. Indemnification and Hold Harmless

The Task Force 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 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 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 purpose of liability, as set forth in Minnesota Statutes, Section 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 Parties except as provided herein.

Section 3. Insurance

The Task Force shall obtain liability insurance in an amount not less than the municipal tort caps set forth by Minnesota Statutes, Section 466.04 subd. 1, as amended to defend and indemnify the Task Force and its members and each member’s officers, employees, and volunteers for actions arising out of this Agreement. The Task Force may obtain such other insurance it deems necessary to indemnify its members for actions arising out of this Agreement. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party 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.

Section 4.

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. Any liability in excess of insured amounts, or uninsured liability, shall be borne jointly by all the Parties, with each party bearing an equal share of the liability. For example, if there are ten parties to the agreement each party shall bear 10% of any excess or uninsured liability. This joint liability does not include liability for the acts or omission of any one party's individual officer, employee, or volunteer which arises from his or her own willful misconduct, willful neglect of duty, or bad faith.

Each party retains the right to assert and utilize any and all defenses and immunities to the fullest extent permitted by law.

XI. DURATION

Section 1. This agreement for Task Force operations shall be in effect beginning Jan. 1, 2024 notwithstanding the dates of signature by the parties, and shall continue in effect until terminated in accordance with the provisions herein. As of January 1, 2024, this agreement replaces the previous Joint Powers agreement between the parties, which began January 1, 2022.

Section 2. Any party may withdraw from this agreement on December 31 of any year by declaring its intention to withdraw in writing and providing the written notice, delivered by mail or in person, to each of the other parties on or before July 1st of that year. Notice by mail shall be deemed received three days after mailing. Withdrawal by a

party shall not result in the discharge of any legal liability incurred by such party before the effective date of withdrawal.

Section 3. This agreement shall terminate under the following circumstances:

- (1) There are no remaining parties as a result of withdrawal pursuant to this agreement; or
- (2) All remaining parties mutually agree to terminate this agreement; or
- (3) This agreement shall terminate automatically when grant funding for Task Force activities is discontinued.

XII. CONTRACTS AND PURCHASES

Any contracts and purchases made pursuant to this agreement shall be made by the County and shall conform to the requirements applicable to Anoka County.

XIII. STRICT ACCOUNTABILITY

Pursuant to Minnesota Statute §471.59, a joint powers agreement is to provide for strict accounting of all funds and report of all receipts and disbursements. Any party to this agreement may request a strict accounting at any time.

XIV. ENTIRE AGREEMENT

This joint powers agreement constitutes the entire agreement of the parties on the matter related hereto. ~~The agreement shall not be altered or amended, except by agreement in writing signed by the parties hereto.~~