



Board of County Commissioners Agenda Request

51
Agenda Item #

Requested Meeting Date: January 4, 2022

Title of Item: Joint Powers Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sheriff Dan Guida		Department: Sheriff
Presenter (Name and Title): Dan Guida		Estimated Time Needed: 0
Summary of Issue: JOINT POWERS AGREEMENT TO FORM THE AITKIN-ITASCA-MILLE LACS DRUG TASK FORCE AIM Task Force agreement for signature.		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: 		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Budgeted under Department 200		

Legally binding agreements must have County Attorney approval prior to submission.

**JOINT POWERS AGREEMENT TO FORM
THE AITKIN-ITASCA-MILLE LACS DRUG TASK FORCE**

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and

WHEREAS, Minn. Stat. §412.221, subd. 32 empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order, and convenience; and

WHEREAS, Minn. Stat. §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, BE IT RESOLVED by the county boards of Itasca, Aitkin, and Mille Lacs Counties and the city councils of the cities of Aitkin, and Grand Rapids resolve as follows:

I. PURPOSE

The Aitkin-Itasca-Mille Lacs Drug Task Force (hereinafter called “AIM Task Force”) is formed to investigate, identify, and disrupt illegal drug activity within the counties of Aitkin, Itasca, and Mille Lacs and the cities of Aitkin, and Grand Rapids (hereinafter called “Participating Agencies”). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

The Task Force is governed by the Task Force Board of Directors (Board). The Board is a joint powers board established under Minn. Stat. § 471.59. The Board meets monthly and reviews the activities of the Task Force. The By-Laws and Task Force Policies and Guidelines address staffing, supervision, equipment, accounting, management of confidential funds, confidential informants, and daily operations. All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds. All Task Force accounts shall be annually audited by an independent auditor.

II. TASK FORCE BOARD

The members of the Board shall be the sheriff of each member county, the police chief of each city, and at least one county attorney from a member county as the advisor to the Task Force. The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintain frequent communication with the members of the Board and the Task Force Commander. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to the Task Force. In the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, the Task Force Commander, the Team Leader and the investigators. If the Task Force Commander requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Commander may contact the Task Force Commander's Sheriff or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its By-Laws and Task Force Policies and Guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The Task Force operations shall adhere to applicable professional guidelines. The Board shall establish the mission and goals of the Task Force and shall monitor the progress toward the Task Force goals. The Board shall be responsible for the records management system, the statistical records and all financial reports. All Task Force policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The requirements of Minn. Stat. § 471.59, subd. 3 shall apply. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

III. NON-WAIVER OF IMMUNITIES

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a "stacking" of any insurance each party carries for their own benefit and/or that of its agents and employees.

IV. TASK FORCE OFFICERS

Participating Agencies can assign one or more officers to the Task Force. Any change or addition of officers will be voted on by the Board. The Commander shall be a licensed police officer appointed by the Board. Two Team Leaders shall be appointed by the Board to assist the Commander with daily operations.

Employees who are assigned to the Task Force shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement. Employees who are assigned will be "Task Force Officers."

Participation of an assigning agency's employee in the Task Force is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency's officer in the Task Force is deemed to be in the course of the officer's employment with the assigning agency.

Task Force Officers assigned to the Task Force shall be under the command of the Team Leaders and the Task Force Commander.

Task Force Officers shall prepare and submit their investigation reports to the Task Force Team Leader.

As the Task Force will be jointly exercising police power possessed by the Participating Agencies, the terms of Minn. Stat. §§ 471.59, subs. 12 & 12a shall apply.

V. CONTRIBUTIONS

Each Participating Agency agrees to provide resources as agreed in the annual grant application proposal. These resources can include funding, personnel and/or equipment as necessary to meet the annual grant proposal requirements. The amount of contribution made toward the grant match shall be voted on by the Board after agreement by each Participating Agency. The contribution amount shall be reviewed annually. Each Participating Agency shall agree in advance to the number of personnel, funding and equipment to be assigned to the Task Force prior to the submittal of the grant.

Each Participating Agency may make financial contributions to be administered by the Task Force. The Task Force shall not have the power to issue bonds or obligations under the laws by which governmental units may independently issue bonds or obligations as the joint board is not composed solely of members of the Participating Agencies' governing bodies. Minn. Stat. § 471.59, subd. 11.

VI. COORDINATING AGENCY

The Board shall designate a Task Force Commander who will be responsible for supervising the day-to-day operations of the Task Force, including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Commander, in conjunction with the members of the Board, shall be responsible for development of any recommended changes to the Task Force Policies and Guidelines and shall ensure Task Force compliance with all current policies and guidelines. The Commander shall present to the Board proposed budgets and grant applications for approval. The Commander shall assess each Task

Force Officer's training needs and ensure that the Task Force Officers comply with the guidelines adopted by the Board.

VII. FISCAL AGENCY

The Board shall elect the Treasurer to serve as the fiscal agent of the Board. The Treasurer shall be responsible for proper fiscal management of the Task Force grants and all other resources. The Treasurer shall ensure compliance with all state and federal accounting and auditing requirements, including those described in Minn. Stat. §§ 16B.98, subd. 8 & 16C.05, subd. 5. and oversight of confidential funds.

Any forfeited property and proceeds that stem from the Task Force operations shall be accounted for in writing, identifying each case and location of the property. The Task Force shall adhere to the guidelines of the agency retaining the property and compliance shall be subject to random audit. Further, any law enforcement proceeds of any forfeiture shall return to the Task Force as the law enforcement agency of record. The proceeds of any forfeiture for the prosecutor shall be returned to the prosecution agency that handled the prosecution and forfeiture cases.

VIII. DATA AND PUBLIC INFORMATION RELEASES

Data gathered, collected, stored and used by the Task Force shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto, Minn. Stat. Ch. 13.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data. The Participating Agencies understand that government data disseminated to a government entity by another government entity has the same classification at the entity receiving them as they had at the entity providing them. Minn. Stat. § 13.03, subd. 4(c).

IX. LIABILITY AND INDEMNIFICATION

The AIM Task Force agrees to defend and indemnify its Participating Agencies for any liability claims arising from Task Force activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Participating Agencies 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 Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. The Task Force Board shall provide

insurance coverage for the Task Force, the Task Force Board of Directors and the officers assigned to the Task Force. This Task Force shall be considered a Joint Powers Entity.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency 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.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency 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. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Agency for any workers' compensation benefits paid to its own employees 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 Agency or its officers, employees, or volunteers.

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

All insurance policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to the Participating Agency upon written request.

X. DURATION

The duration of this Agreement shall continue until terminated as hereinafter provided.

XI. WITHDRAWAL AND TERMINATION

Any Participating Agency of the Task Force may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

- A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Board as a result of the joint exercise of powers hereunder and any surplus monies shall be returned to the Participating Agencies in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers Board has been satisfied. Liabilities shall be shared equally among the Participating Agencies.

- B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency’s interest therein by purchasing the withdrawing Participating Agency’s proportionate share of the actual cash value of the property measured at the time of withdrawal of the Participating Agency. Surplus monies or surplus cash shall be retained by the remaining Participating Agencies to this Agreement.

Participating Agencies are eligible for distribution of property accrued after the date of the Participating Agency’s inclusion.

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

This Agreement may be amended by agreement of all Participating Agencies to the same and upon approval of the Participating Agencies’ respective Board of Commissioners.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the Participating Agencies as follows:

COUNTY OF ITASCA

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF AITKIN

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

CITY OF AITKIN

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk