



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: November 6th, 2023

Item: 2024 Dakota County Drug Task Force (DCDTF) Contract Amendment

Council Action Requested:

Approve the Amended 2023 DCDTF JPA for Administrative Staff Person.

Background Information:

The Hastings Police Department is an active participant in the Dakota County Drug Task Force (DCDTF) through a Joint Powers Agreement. This group, consisting of officers from thirteen (13) Dakota County jurisdictions, is responsible for the enforcement of controlled substance laws throughout this county. Not only do we contribute a full-time Hastings Police Officer to the team, we also provide an Administrative Staff Person through a separate contract that commenced on April 21, 2011. Through that contract, the DCDTF reimburses the City of Hastings for all costs the City incurs relating to the employment of the Employee, including salary and benefits. The DCDTF wishes to extend the current contract for services through December 31, 2024 with approval of the attached amended JPA. This amendment has been reviewed and approved as to form by Assistant County Attorney Dain L. Olson and Hastings City Attorney Kori Land.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

Amended Joint Power Agreement

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY DRUG TASK FORCE
AND THE CITY OF HASTINGS
FOR ADMINISTRATIVE STAFF SERVICES**

THIS AGREEMENT is made and entered into by and between the Dakota County Drug Task Force (DCDTF), a joint powers organization acting through the Dakota County Drug Task Force Administrative Board (Board) and the City of Hastings (City).

WHEREAS, the DCDTF was created pursuant to a Joint Powers Agreement of certain member cities in Dakota County, the City of Savage, and the County of Dakota (County) pursuant to authority conferred upon the parties by Minn. Stat. § 471.59 (Joint Powers Agreement); and

WHEREAS, the DCDTF is governed by the Board; and

WHEREAS, the Board has the authority to enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and the Board may authorize the Chair of the Board to execute contracts on behalf of the Board; and

WHEREAS, the DCDTF and the Board are in need of administrative staff to serve the administrative needs of the DCDTF and the Board to conduct its operations; and

WHEREAS, the City through its Police Department, is willing to provide one 1.0 FTE administrative staff person to the DCDTF and the Board to serve the needs of the Board and the DCDTF during the term of this Agreement, subject to the terms and conditions provided herein; and

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive from this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
SERVICES**

- 1.1. The City, through the Hastings Police Department shall provide to DCDTF and the Board one 1.0 FTE administrative employee (Employee).
- 1.2. The Employee shall remain an Employee of the City at all times when this Agreement is in effect and the City shall be obligated to provide workers' compensation insurance coverage for the Employee, subject to reimbursement of such costs by the DCDTF.
- 1.3. The Board shall assign a supervisor (Supervisor) who will designate and oversee the day-to-day work activities of the Employee, and who shall coordinate with the Police Chief, or his designee, in all matters relating to the Employee.
- 1.4. Except as provided below, the DCDTF, through its Board, shall reimburse the City for all costs the City incurs relating to the employment of the Employee, including salary, PERA benefits, FICA/Medicare, and City-provided health, dental and life insurance during the term of the Agreement. The 2024 annual employment cost is estimated to be as follows:

Gipson DCDTF	
FINAL BUDGET 2024	
Salary	\$78,991.80
PERA	\$5,924.39
FICA/Medicare	\$6,082.37
City Provided Health	\$29,431.44
Life	\$91.35
Workers Comp	\$665.38
LTD	\$167.88
TOTAL	\$121,354.61

The DCDTF shall be obligated to reimburse the City for paid time off (flex leave) costs attributable to the Employee to the extent that actual paid time off exceeds the paid time off the Employee accrues during the term of the Agreement, including specifically accrued but unused (“banked”) vacation, sick or personal time off accrued by the Employee in excess of the amounts the Employee will accrue during the term of this Agreement. It is understood that employment costs associated with the Employee may change in accordance with any salary increases that may be provided by the City to the Employee as part of salary adjustments provided to all non-union City employees and/or increases or decreases in employee benefit costs.

- 1.5. The Employee shall be authorized to attend mandatory City provided training as required by the City.
- 1.6. On a bi-weekly basis the Supervisor shall review, verify and approve the timesheet of the Employee and forward it to the City.
- 1.7. Any training of the Employee deemed necessary by the Board or the Supervisor shall be provided to the Employee at the expense of the DCDTF.
- 1.8. Any discipline of the Employee shall be imposed solely by the City.
- 1.9. The City shall provide an invoice to the DCDTF on a monthly basis, detailing the full costs associated with the Employee assigned to the DCDTF, and the DCDTF shall pay to the City the invoiced costs within 30 days of receipt of the invoice.

ARTICLE II TERMS OF AGREEMENT

- 2.1. Term. Notwithstanding the date of the signatures of this Agreement, the City shall provide services under this Agreement commencing on January 1, 2024, and continuing through December 31, 2024, or until termination in accordance with the provisions herein.
- 2.2. Extension. This Agreement may be renewable by joint agreement of the City and the Board for up to four one-year extension terms. All extensions under this section must comply with the provisions of Article 4.7 of this Agreement.
- 2.3. Termination.
 - A. For Cause. This Agreement may be terminated by either party for cause upon seven (7) calendar days' written notice to the other party. Such notice shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement does not discharge any liability incurred by either party before the effective date of termination, including payments due.
 - B. Without Cause. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of intent to terminate delivered to the other party. Termination shall not act to discharge any liability incurred by either party before the effective date of termination, including payments due.

ARTICLE III AUTHORIZED REPRESENTATIVES AND LIAISONS

- 3.1. Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

DCDTF:

Greg Dahlstrom, DCDTF Board Chair, or successor
 P.O. Box 21304
 Eagan, MN 55121
 Telephone: (651) 994-6220

City of Hastings:

Mary Fasbender, Mayor, or successor
 101 4th Street East
 Hastings, MN 55033
 Telephone: (651) 480-2365

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 3.2. Liaisons. To assist in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the DCDTF. The County and the DCDTF shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

DCDTF:

Joshua Fahey, Commander
 P.O. Box 21304
 Eagan, MN 55121
 Telephone: (651) 994-6220

City of Hastings:

David Wilske, Chief of Police
 101 4th Street East
 Hastings, MN 55033
 Telephone: (651) 480-2300

ARTICLE IV GENERAL PROVISIONS

- 4.1. Government Data Practices Act. The DCDTF and the City must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the City or the DCDTF.
- 4.2. Audits/Access to Records. Each entity shall allow the other entity access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit.
- 4.3. Governing Law, Jurisdiction and Venue. Minnesota Law, without regard to its choice of law provisions governs this Agreement. Venue for all legal proceedings involving the Agreement, or its breach, must be in the appropriate state or federal court, with competent jurisdiction in Dakota County, Minnesota.
- 4.4. Merger. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.
- 4.5. Severability. The provisions of this Agreement shall be deemed 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 unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- 4.6. Indemnification. The City and the DCDTF agree that each entity will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other entity and the results thereof. Each entity therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its agents, employees or contractors. Each entity shall defend, indemnify and hold harmless the other entity for all liability, obligations, claims, losses and expenses, including reasonable attorneys and other professional fees, resulting from the acts or omissions, if its elected officials, employees and agents in providing services under this Agreement. Nothing in this Section is intended by the parties as a waiver of any liability limits or immunities otherwise provided by law. The requirements and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

- 4.7. Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.8. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Approved as to form:

/s/ Dain Olson 10/25/23
 Assistant County Attorney/Date
 County Attorney File No. KS-23-532

DAKOTA COUNTY DRUG TASK FORCE

By: _____
 Greg Dahlstrom, or successor
 Chair, Administrative Board
 Date of Signature _____

CITY OF HASTINGS

By: _____
 Mary Fasbender, or successor
 Mayor
 Date of Signature _____

By: _____
 Kelly Murtaugh, City Clerk
 Date of Signature _____