



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: April 3rd, 2023

Item: Dakota County Drug Task Force Joint Powers Agreement

Council Action Requested:

Approval of attached joint powers agreement between the City of Hastings and the Dakota County Drug Task Force. This Joint Powers Agreement will be in effect until 2027.

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 twelve (12) Dakota County jurisdictions, is responsible for the enforcement of controlled substance laws throughout this county. We contribute both a full-time Hastings Police Officer to the team and an Administrative Staff Person through a separate contract. This contract has no impact on the services provided by or to the City of Hastings.

This JPA was reviewed and approved as to form by Hastings City Attorney Kori Land.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

Finance Committee

Attachments:

Joint Powers Agreement - FINAL

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

The parties to this Agreement are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

- 1. **Name.** The parties hereby establish the **Dakota County Drug Task Force** (“Task Force”).
- 2. **General Purpose.** The purpose of this Agreement is to establish a multijurisdictional organization to coordinate efforts towards the investigation and prosecution of drug offenses, gang activity, violent crimes, and to provide investigative support as requested by other law enforcement agencies.
- 3. **Members.** The members of this Agreement shall consist of the following units of government:

- | | |
|-----------------------|-------------------------|
| City of Apple Valley | City of Lakeville |
| City of Burnsville | City of Mendota Heights |
| City of Eagan | City of Rosemount |
| City of Farmington | City of Savage |
| City of Hastings | City of South St. Paul |
| City of West St. Paul | Dakota County |

- 4. **Administrative Board.**
 - 4.1 **Creation and Composition.** A joint powers board, known as the Drug Task Force Administrative Board, is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of one member from each of the member units of government, appointed by their respective police chief or sheriff, plus one member appointed by the Dakota County Attorney. Board members appointed by police chiefs and the sheriff must be full-time supervisory peace officers of their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by it.
 - 4.2 **Term.** Board members shall serve at the pleasure of their respective police chief, sheriff or county attorney, or their legal successor. In the event that any Board member shall be removed by the appointing agency, the vacancy shall be filled by the appropriate appointing agency.
 - 4.3 **Officers.** In January of each year, the Board shall elect from its members a chair, a vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.
 - 4.4 **Meetings.** The Board shall have regular and special meetings at such times and places as the Board shall determine. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members; except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to paragraph 6.1 shall require ten (10) days' notice. The presence of two-thirds (2/3) of the board members at a meeting shall constitute a quorum.
 - 4.5 **Voting.** Each Board member shall be entitled to one vote. Proxy voting is not permitted. The Board shall function by a majority vote of the board members present.

5. Duties of the Administrative Board.

5.1 The Board shall formulate a program to carry out its purpose.

5.2 The Board shall coordinate intelligence between the members and the Task Force.

5.3 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise Team Leaders. All such appointments are subject to the concurrence of the Task Force Commander's police chief or sheriff.

5.4 The Board shall cause to be made an annual independent audit of the books and accounts of the Task Force and shall make and file a report to its members which includes the following information:

- (a) the financial condition of the Task Force;
- (b) the status of all Task Force projects;
- (c) the business transacted by the Task Force; and
- (d) other matters which affect the interests of the Task Force.

5.5 The Task Force's books, reports and records shall be open to inspection by its members at all reasonable times.

6. Powers of the Administrative Board.

6.1 The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2 The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to execute those contracts.

6.3 The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

6.4 The Board may apply for and accept gifts, grants or loans of money or other property or assistance from- the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.

6.5 The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

6.6 The Board may contract with any of its members to take title to, hold, manage and convey real property obtained by the Board and on its behalf as a result of civil asset forfeiture proceedings; to enter into contracts regarding such real property; and to pay reasonable and necessary expenses related to the hold, managing and conveyance of such real property. The member shall be entitled to reimbursement for such expenses upon sale of the property and shall transmit any net proceeds to the Board. If expenses exceed the sale of proceeds, the Board shall reimburse the member from other funds.

6.7 The Board shall obtain liability insurance to indemnify the Board and its members for actions of the Board and the members of this Agreement arising out of this Agreement.

6.8 The Board may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in this Agreement.

6.9 The Board may recommend changes in this Agreement to its members.

7. Budgeting and Funding.

7.1 The members intend to fund the cost of operation of the Task Force from grant funds and matching funds from member cities and Dakota County, from the proceeds of forfeiture actions, and from restitution. It is the members' intention that matching funds shall fund the continued cost of maintaining the replacement officers for the full-time officer assigned by some members to the Task Force.

7.2 The Board shall adopt a budget based upon grant funds, member matching funds and money made available from other sources. The Board may amend the budget from time to time.

7.3 The Board may contract with any of its members to provide budgeting and accounting services necessary or convenient for the Board. Such services shall include, but not be limited to: management of all funds, including member contributions and grant monies; forfeiture proceeds; payment for contracted services; and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the chair, vice-chair or secretary/treasurer.

7.4 The members agree to contribute their grant funds and required matching funds to operate the Task Force.

7.5 All funds shall be accounted for according to generally accepted accounting principles. The Secretary/Treasurer shall make a monthly financial report of all expenditures and receipts, and current fund balances to the Board.

7.6 The Board may not incur debts.

7.7 The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

8. Agent.

8.1 Each member shall inform the Board in December of each year the allocated number of experienced, full-time licensed peace officer(s) to serve as Agents for the Task Force for the proceeding calendar year. The maximum number of licensed peace officers each member may assign to the Task Force, with the exception of the Dakota County Sheriff is two members. The maximum number of licensed peace officers the Dakota County Sheriff may assign to the Task Force is five. The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved in advance by the Board.

8.2 Agents shall not be employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

Agreement shall be responsible for injuries to or death of its own personnel. Each party to this Agreement waives its right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injury were caused wholly or partially by the negligence of any other party, or its officers, employees or agents.

8.3 Agents will be responsible for drug investigation, gang activity and other violent criminal activity, including intelligence management, case development, case charging, handling and processing of evidence. Agents will also assist other Agents in surveillance and undercover operations. To the extent authorized by law Agents will work cooperatively with assisting agencies, including sharing intelligence and information acquired by agents pursuant to this Agreement.

8.4 Agents will be supervised by the Task Force Commander or, in his/her absence, by the Team Leader assigned by the Task Force Commander to act in his/her behalf.

8.5 The member appointing the Agent shall furnish the Agent a weapon, cellular phone, and a vehicle and pay any lease payments, insurance, maintenance and operating costs of the vehicle. Further, the member appointing the Agent shall pay all expenses associated with tuition, travel, lodging and meals. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or loss were caused wholly or partially by the negligence of any other party or its officers, employees or agents.

8.6 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the Full Time Equivalent staffing assigned to the Task Force as shown in 8.1.

9. Task Force Commander and Team Leader(s).

9.1 From among the full-time Agents assigned by members, the Board shall appoint a Task Force Commander who shall serve at the Board's pleasure. The Task Force Commander must be a full-time, licensed supervisory peace officer of a member. The Board shall determine the amount of any reimbursement request to a member agency for the Commander's salary as determined by available funding. The Task Force Commander shall remain an employee of the member that has assigned them to the Task Force.

9.2 The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including supervising the Task Force's assigned personnel subject to direction received from the Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management and intelligence management. The Task Force Commander will be responsible to keep the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. The Task Force Commander will supervise the drafting and execution of all search warrants initiated by the Task Force Unit and will work cooperatively with the agencies with venue over the case. The Task Force Commander will be responsible for all buy fund monies and petty cash funds, and will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity with the unit.

9.3 The Task Force Commander may exclude Agents from further Task Force involvement subject to review by the Board. The member agency that assigned the Agent to the Task Force will be immediately notified of the Task Force Commander's actions.

9.4 From the Agents assigned by members, a Team Leader(s) may be appointed by the Board, with the concurrence of the Agent's member agency, and serve at the Board's pleasure. The Team Leader(s) must be a full-time, licensed peace officer of a member and may be paid a supervisor's salary by that

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

member agency. The Board shall determine the amount of any reimbursement request to a member agency for the Team Leader's salary as determined by available funding. The Team Leader(s) shall remain an employee of the member city or county at all times.

9.5 The duties, responsibilities and authority of the Team Leader(s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in paragraph 9.2 herein. If there is more than one Team Leader, the Task Force Commander will assign one Team Leader to act as Task Force Commander while the Task Force Commander is absent.

10. Forfeiture, Seizures and Fines. Items that are seized pursuant to this Agreement shall be used to support Task Force efforts. The use and disbursement of these items must be approved by the Board. In the case of federal forfeiture actions, established federal rules shall be followed. The Board may divide all remaining forfeited items among Task Force members in proportion to the then-assigned Full Time Equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein. Fine and restitution monies ordered paid to the Task Force by court order shall be used to offset equipment or operating costs of the Task Force not funded by grant or matching funds.

11. Insurance, Indemnification and Hold Harmless. The Board shall purchase general liability insurance for activities of the Task Force. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and the Agreement shall not be interpreted to constitute a waiver of, by any member, limitations on liability or immunities provided by any applicable Minnesota law, including Minn. Stat. Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds provided pursuant to paragraph 7 hereunder.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

The Task Force shall defend and indemnify the members, and their officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising from Task Force activities or operations, and decisions of the Board.

Nothing in this Agreement shall constitute a waiver of the statutory limits or liability set forth in Minnesota Statutes, Chs. 466 and 471, or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the members to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the members that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), provided further that for purposes of that statute, each member to this Agreement expressly declines responsibility for the acts or omissions of another member.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or agents of any member for any act or omission for which the officer, employee, or agent 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 members, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

12. Effective Date. This Agreement shall take full effect upon signature of all parties to the Agreement. All members need not sign the same copy. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date.

12.1 Termination of Prior Agreement. Upon effectiveness of this Agreement, the Prior Agreement shall terminate and have no further force and effect, and it shall be superseded and replaced in its entirety by this Agreement without any further action by the Parties.

13. Termination and Withdrawal.

13.1 Termination Date. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- When a majority of members agree by resolution to terminate the agreement upon a date certain; or
- On December 31, 2027.

13.2 Withdrawal. Any member may withdraw from this Agreement upon 60-days written notice to the Board. The Board shall notify the members pursuant to paragraph 14. Withdrawal shall not act to discharge any liability incurred by the member prior to withdrawal. Such liability shall continue until discharged by law or agreement. In the event of withdrawal by any member, the agreement shall remain in full force and effect as to all remaining members.

13.3 Effect of Termination. Upon termination of this Agreement, all property of the Task Force shall be sold or distributed to the members in proportion to the then-assigned Full Time Equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein.

14. **Notice.** Notice of withdrawal shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337

Eagan Chief of Police
3830 Pilot Knob Road
Eagan, MN 55122

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

DAKOTA COUNTY DRUG TASK FORCE

JOINT POWERS AGREEMENT

VIII-09

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Lakeville Chief of Police
9237 183rd Street West
Lakeville, MN 55044

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

Savage Chief of Police
6000 McColl Drive
Savage, MN 55378

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

15. **Multiple Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

[Signatures on following pages]

Approved by the City Council

CITY OF APPLE VALLEY

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF BURNSVILLE

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF EAGAN

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF FARMINGTON

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF HASTINGS

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF LAKEVILLE

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF MENDOTA HEIGHTS

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF ROSEMOUNT

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF SAVAGE

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF SOUTH ST. PAUL

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF WEST ST. PAUL

VIII-09

Dated: _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by Dakota County Board
Resolution No. 22-569

COUNTY OF DAKOTA

VIII-09

By _____
Date of Signature _____

Approved as to form:

/s/ Dain L. Olson 11/18/22
Assistant County Attorney/Date
Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438
County Attorney File No. KS-22-263

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