

PUBLIC SAFETY COMMITTEE

13-0325R

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED LAKE SUPERIOR DRUG AND VIOLENT CRIME TASK FORCE JOINT POWERS AGREEMENT PROVIDING FOR THE PARTICIPATION THERETO BY U.S. IMMIGRATION & CUSTOMS ENFORCEMENT.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an amended and restated Lake Superior drug and violent crime task force joint powers agreement; said amended and restated joint powers agreement to be substantially in the form of that on file in the office of the city clerk as Public Document No. _____, allowing the U.S. Immigration & Customs Enforcement to participate on the task force.

Approved:



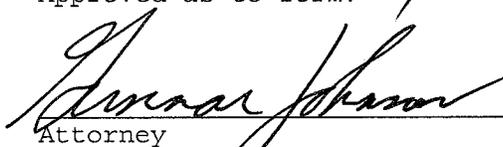
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY TLL:db 06/13/2013

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute an amended and restated Lake Superior Drug and Violent Crime Joint Powers Agreement. This amended and restated joint powers agreement allows the United States Immigration and Customs Enforcement ("ICE") to participate on the task force. This task force was established by a Joint Powers Agreement in 1991. The Joint Powers Agreement was previously amended in 2012 to allow participation by Carlton County and the city of Cloquet. Participation by ICE will better enable an area-wide coordinated drug and violent crime enforcement effort.

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
LAKE SUPERIOR DRUG AND VIOLENT CRIME TASK FORCE**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into by the undersigned parties who are units of government responsible for the enforcement of controlled substance, gang and violent crime laws in their respective jurisdictions. This agreement is made pursuant to the authority conferred upon the parties by the laws of the State of Minnesota, including, the Joint Exercises of Powers Act, Minnesota Statutes 471.59, Minnesota Statutes 299A.641, and the State of Wisconsin, including the Municipal Interstate Cooperation Act, Wisconsin Statutes Section 66.0303.

WHEREAS, the Lake Superior Drug and Gang Task Force (“Task Force”) was organized and established by a Joint Powers Agreement (“Agreement”) in 1991;

WHEREAS, a First Amendment to the Agreement was entered into in 2009 to provide for the participation of Lake County in the Task Force;

WHEREAS, the Agreement was Amended and Restated in 2012 to reflect the name change to the Lake Superior Drug and Violent Crime Task Force and to provide for the participation of Carlton County and the City of Cloquet in the Task Force;

WHEREAS, the parties desire to amend the Agreement to provide for the participation of the U.S. Immigration & Customs Enforcement (“ICE”) on the Task Force.

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

1. **Name.** The name of the Task Force shall be: Lake Superior Drug and Violent Crime Task Force.

2. **General Purpose.** The purpose of this joint powers agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug, gang and violent crime offenders. The Task Force shall target felonies that have the likelihood of being related to the distribution of narcotics, gang activity, violent crime and/or other cases that have a multi-jurisdictional impact.

3. **Members.**

3.1 The members of this Agreement shall consist of the following units of government:

County of St. Louis, Minnesota
City of Duluth, Minnesota

City of Hermantown, Minnesota
City of Superior, Wisconsin
County of Lake, Minnesota
County of Carlton, Minnesota
City of Cloquet, Minnesota
U.S. Immigration and Customs Enforcement

3.2 The St. Louis County Attorney shall participate as the legal advisor to the Task Force.

4. Coordinating Agency.

4.1 The City of Duluth shall serve as the Coordinating Agency.

4.2 Acting on behalf of the Task Force and its members, the Coordinating Agency shall apply for funding under the Federal Edward Byrne Memorial Grant Program, a federal formula grant program funded by the United States Department of Justice, Bureau of Justice Assistance, and State and Local Assistance for Narcotics and Gang Control Program, administered under the auspices of the Minnesota Violent Crime Coordinating Council ("grant funds"). The City of Duluth Chief of Police, shall be the "authorized official" as defined in the general policies and procedures for the Program.

4.3 The Coordinating Agency shall be responsible for 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 Coordinating Agency shall be responsible for compliance with Task Force policies and procedures.

5. Executive Board.

5.1 The governing body of the Task Force shall be an Executive Board (hereinafter referred to as "Board") consisting of one representative from each member agency and a prosecuting attorney from the Office of the St. Louis County Attorney. The prosecuting attorney shall serve as a non-voting Board member and shall serve as the legal advisor to the Task Force. The sheriff/police chief of each member agency may appoint one licensed peace officer to serve on the Board at the sheriff's/chief's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member.

5.2 Board members shall not be deemed employees of the Task Force and shall not be compensated by the Task Force.

5.3 At the first meeting following an award of Grant Funds by the Program, the Board shall elect from its members a chair, a vice-chair, and secretary/treasurer. The prosecuting attorney shall not be eligible to serve as an officer of the Board. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may

be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum for meetings shall consist of a majority of voting Task Force members.

5.4 The Board shall meet at intervals no less frequent than upon a quarterly basis and such meeting may be conducted in person or by telephone conference call.

6. Powers and Duties of the Executive Board.

6.1 The Board will formulate a program to carry out its purpose. It shall be responsible for developing task force priorities, budgets, and operational policies and procedures.

6.2 The Board will coordinate intelligence between the members and the Task Force.

6.3 The Board shall appoint a commander (hereinafter referred to as "Task Force Commander" or "Commander") who shall be responsible for the daily management of Task Force agents.

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

6.5 The Board may make contracts in its own name, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose, consistent with its powers and in accordance with its approved budget. The Board may not incur obligations or enter into contracts that extend beyond the terms of the Agreement or that exceed its approved budget.

6.6 The Board shall cause to be made an annual audit of the books and accounts of the Task Force to be prepared by the City of Duluth Auditor's office. On or before June 30 of each year of this Agreement it shall file a written report to its members that includes the following information and subject to limitations on information available to the Task Force by applicable law or State data practices acts:

- 6.6.1 the financial condition of the Task Force;
- 6.6.2 the status of all Task Force projects;
- 6.6.3 the business transacted by the Task Force; and
- 6.6.4 other matters affecting the interests of the Task Force.

6.7 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times and as required by law subject to limitations on dissemination of information by applicable law or State data practices acts.

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

6.9 The Board shall purchase liability insurance from the League of Minnesota Cities Insurance Trust which shall be payable from Task Force funds in an amount not to exceed \$2500.00.

7. Finances.

7.1 The cost of operation of the Task Force shall be funded solely from grant funds, forfeiture funds and any required matching funds from the members.

7.2 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board, and as authorized by its budget. The City of Duluth shall serve as the fiscal agent and shall serve as depository for the Task Force's funds. In no event shall there be a disbursement of Task Force funds from the City of Duluth depository without the signature of the Chief of Police of the City of Duluth or the Chief's designee.

7.3 The Board shall receive a monthly financial report of all expenditures and receipts and current fund balances from the Secretary/Treasurer.

7.4 The members shall contribute their grant funds and required matching funds to operate the Task Force. The required matching funds from each member will be used to pay the non-grant funded personnel costs of the Task Force.

7.5 The Board shall adopt a budget based upon Grant Funds, member matching funds and money made available from other sources. The budget shall be approved by the Task Force members. The Board may adjust line items but may not exceed the total budget amount without the prior approval of Task Force members.

7.6 The Board may not incur debts.

7.7 The Task Force's obligation to reimburse members for any expense, furnish equipment, and the like is contingent upon the Task Force receiving Grant Funds. The Board may reduce the level of expense reimbursement and cut back on equipment and other purchases otherwise required by this Agreement if grant funds are reduced.

8. Agents and Employment Status.

8.1 Each member shall assign at least one experienced peace officer to serve on the Task Force. The assignment to the Task Force shall be the principle assignment of such peace officer. Officers assigned to the Task Force from the City of Hermantown, City of Cloquet, and County of Carlton shall be considered to be "liaison" officers and are not required to be assigned on a full time basis. Participation in occasional task force activities by officers from the City of Hermantown, City of Cloquet, and County of Carlton will be initiated by requests from full time task force staff members or by the initiation of cases by the "liaison" officers that require or would benefit from task force assistance or participation. Task force case participation by "liaison" officers is contingent upon the "liaison" agency's supervisory approval. The peace officers assigned by St. Louis County, the City of Duluth, the City of Hermantown, Lake County, City of Cloquet and County of Carlton shall be licensed peace officers in the State of Minnesota. The peace officers assigned by the City of Superior shall meet the requirements set forth in Minnesota Statutes 471.59, Subd. 12 (1) and (2).

8.2 Peace officers assigned to the Task Force shall not be employees of the Task Force. Peace officers assigned to the Task Force shall remain employees of the member that has assigned them to the Task Force and shall be supervised and paid by that member, not the Task Force.

8.3 Peace officers assigned to the Task Force shall report directly to the Commander on all Task Force activities. Officers assigned to the Task Force as "liaisons" shall report to the Commander or assigned Task Force supervisor during the course of joint operations or investigations. During joint operations and investigations, the Commander or assigned Task Force supervisor shall update and coordinate with the "liaison" officer's supervisor to ensure compliance with work standards and department policy.

8.4 Peace officers will be responsible for drug investigation, including intelligence management, case development, and case charging. Peace Officers assigned to the Task Force shall focus investigative activities on felonies that have the likelihood of being related to the distribution of narcotics, gang activity and/or other cases that have a multijurisdictional impact. Peace officers assigned to the Task Force will also assist other agents in surveillance and undercover operations. Peace officers assigned to the Task Force will work cooperatively with other Federal, State, County agencies and community agencies.

8.5 The member appointing the peace officer shall furnish the agent a weapon and a vehicle and pay any lease payments, insurance, maintenance, and operating costs of the vehicle.

8.6 Officers assigned to the Task Force as "liaisons" shall be trained in the established operational protocols and practices of the Task Force. Operations involving the use of confidential funds shall require involvement of a full time Task Force member. Use

of Task Force equipment by "liaison" officers is allowed after the officer is trained in the use of the equipment and is approved by the Task Force Commander or Supervisor.

9. **Commander**

9.1 The Coordinating Agency shall appoint an agent to serve as Commander, subject to the approval of the Board under Section 6.3 hereof. The Commander may be removed at the sole discretion of the Coordinating Agency. The Commander must be a full-time, licensed and/or certified peace officer of the Coordinating Agency and shall be paid by the Coordinating Agency. The Commander shall serve full-time as a Commander of the Task Force. The Commander shall remain an employee of the Coordinating Agency.

9.2 The Commander shall be in charge of the day-to-day operation of the Task Force subject to direction from the Board. The Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management, and intelligence management. The Commander shall be the lead agent for any coordinated, large scale Task Force operations. The Commander will assist or advise in the drafting and execution of all search warrants initiated by the Task Force and will work cooperatively with the prosecuting attorney with venue over the case. The Commander shall cause Task Force data to be entered into any statewide system implemented for the purpose of information sharing.

9.3 The Commander shall provide a written report on Task Force activities to the Board at each Board meeting and shall report more frequently as need arises, or at the request of the Board. The Commander shall cause to be prepared and shall submit to the Board on or before the 15th day of each month an accounting of all funds disbursed during the preceding month.

9.4 The Commander may exclude a peace officer from further Task Force involvement subject to review by the Board and approval of the member that assigned the agent to the Task Force.

10. **Forfeitures, Seizures, and Fines.** All money and property that is obtained as a result of a Task Force operation shall be forfeited by the member agency originating the specific case. Forfeited monies or property shall be distributed in the manner consistent with the State Forfeiture Guidelines of the State having jurisdiction over the forfeiture proceedings. The portion of forfeiture proceeds inuring to the members under the applicable law shall be used for the benefit of the Task Force when the related case is considered and reported as a Task Force arrest. The Task Force proceeds shall be deposited into a Task Force forfeited funds account to be maintained by the Coordinating Agency for the Task Force operating expenses. Any disputes on disbursement of funds will be decided by the Board. In the case of Federal forfeiture actions, established Federal Rules shall be followed. Fine or restitution monies ordered paid to the Task Force by court

order may be used to offset equipment or operating costs of the Task Force not funded by grant or matching monies subject to compliance with applicable laws.

11. **Headquarters.** The City of Duluth will furnish the Task Force without cost, office space at the Duluth Police Department, 2030 N. Arlington Ave., Duluth, Minnesota, 55811. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by Duluth without costs.

12. **Liability.**

12.1 It is expressly understood and agreed that neither members nor the Task Force shall be responsible or liable for any claim for injury or death of any peace officer in the employ of another member agency or for any damage to the equipment owned by another member.

12.2 No peace officer acting under this Agreement may be considered, for liability purposes, as an employee or peace officer of any other member, regardless of the supervision or control of the peace officer while providing services on Task Force matters. The peace officer is considered as continuing to be an employee of the peace officer's appointing member.

12.3 Any peace officer acting under this Agreement shall continue to be covered by the peace officer's employing member for purposes of worker's compensation, unemployment compensation, disability, other employee benefits and civil liability purposes in the peace officer's home state. Any peace officer acting in another state under this Agreement is considered while so acting to be in the ordinary course of the peace officer's employment with the peace officer's employing member.

12.4 Any peace officer acting under this Agreement in another state is subject to any immunity from liability to the same extent as any officer of the other state.

13. **Indemnification.** The Task Force, through the insurance maintained by it hereunder, shall fully indemnify and hold harmless the other members against all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of its employees assigned to the Task Force. This agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided by Minnesota Statutes, Chapter 466 and Wisconsin Statutes Section 893.80.

14. Duration.

14.1 This Agreement shall take full force and effect when all member agencies sign it. All members need not sign the same copy. The signed Agreement shall be filed with the St. Louis County Attorney, who shall provide each member a fully executed copy of the Agreement. With the exception of paragraph 4 of this Agreement, implementation is also contingent upon receipt of grant funds. Prior to the effective date of this Agreement, any signatory may rescind its approval.

14.2 It is agreed that participation in the Task Force is voluntary and that any participating agency may withdraw at any time provided that they deliver a written notice to other members at least 30 days prior to withdrawal. If an agency withdraws and the Task Force is not disbanded, the withdrawing agency is not entitled to any equipment or funds held by the Task Force except for the reimbursement of eligible expenses incurred prior to the date of notice of withdrawal.

14.3 In the event that the Task Force is disbanded; all cash and equipment resources remaining after any outstanding obligations are met shall be distributed in accordance with federal grant guidelines and upon a vote of the Board.

15. Governing Law. This Agreement shall be governed by the Laws of the State of Minnesota and to the extent necessary, the State of Wisconsin with respect to the City of Superior.

CITY OF SUPERIOR, WISCONSIN

CITY OF DULUTH, MINNESOTA

By _____
Mayor

By _____
Mayor

Attest:

Attest:

City Clerk

City Clerk

Countersigned:

Countersigned:

City Auditor

City Auditor

Approved as to form:

Approved as to form:

City Attorney

City Attorney

CITY OF HERMANTOWN, MINNESOTA

ST. LOUIS COUNTY, MINNESOTA

By _____
Mayor

By _____
Chair, County Board

Attest:

Countersigned:

City Clerk

County Auditor

Countersigned:

County Sheriff

City Auditor

Approved as to form:

Approved as to form:

City Attorney

County Attorney

CITY OF CLOQUET, MINNESOTA

CARLTON COUNTY, MINNESOTA

By _____
Mayor

By _____
Chair, County Board

Attest:

Countersigned:

City Clerk

County Auditor

Countersigned:

County Sheriff

City Auditor

Approved as to form:

Approved as to form:

City Attorney

County Attorney

LAKE COUNTY, MINNESOTA

By _____
Chair, County Board

Countersigned:

County Auditor

County Sheriff

Approved as to form:

County Attorney

**U.S. Customs & Immigration
Enforcement (ICE)**

By _____
Michael Feinberg
Special Agent in Charge
Homeland Security Investigations (HSI)
St. Paul, Minnesota