



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA ANTI-METHAMPHETAMINE TASK FORCE PROGRAM

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“BCA”), and the **Lake Superior Violent Offender Task Force** (“Governmental Unit”). The BCA and Governmental Unit may be referred to jointly as “Parties.”

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to enter into agreements for the purpose of jointly exercising their powers. The Governmental Unit wishes to participate in the Minnesota Anti-Methamphetamine Task Force Program (AMTF) and the Parties wish to jointly investigate illicit activities related to the distribution of methamphetamine and methamphetamine-related overdose fatalities. This Agreement identifies what the Parties, either individually or jointly, will provide under the Agreement and identifies the consideration to be paid by the BCA to the Governmental Unit, if any, for overtime reimbursement as allowed under the Community Oriented Policing Services (COPS) Anti-Methamphetamine Task Force Program.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five (5) years from the Effective Date, unless terminated earlier pursuant to clause 12 of this Agreement.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to provide overtime reimbursement to the Governmental Unit that investigates illicit activities related to the distribution of methamphetamine, or any methamphetamine-related overdose death. Priority will be given to those investigations with a nexus to Minnesota Indian Country.*

* Indian Country is defined as: (a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.” 18 U.S.C. 1151.

3. Standards

The Governmental Unit will adhere to the AMTF Program standards identified below.

- 3.1 Investigate illicit activities related to the 1st degree distribution of methamphetamine crimes or unlawful distribution of methamphetamine with a nexus to Indian Country.
- 3.2 Investigate traffickers linked to fatal methamphetamine-related overdose deaths.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures.
- 3.4 Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5 Investigators will understand and use appropriate legal procedures in the use of informants, including

documentation of identity, monitoring of activities, and use and recordation of payments.

- 3.6 Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.7 Investigators must be licensed Minnesota peace officers assigned to a Drug Task force or a Violent Crime Enforcement Team.
- 3.8 Governmental Unit must de-conflict case investigations through the use of Regional Information Sharing Systems (RISS).
- 3.9 Investigators will comply with the guidelines of the COPS Anti-Methamphetamine Task Force Program as outlined in the 2024 COPS Anti-Methamphetamine Program (CAMP) Award Owner's Manual. This manual is located at <https://cops.usdoj.gov/pdf/2024AwardDocs/camp/AOM.pdf>. If the Governmental Unit receives reimbursement through funding from a grant awarded to the BCA subsequent to the 2024 grant, the Governmental Unit will comply with the guidelines established by the later grant.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the AMTF Project Coordinator to assist in case submissions for overtime, monthly reporting, and meeting overtime reimbursement deadlines.
- 4.1.2 Submit an AMTF case submission form to the Project Coordinator for pre-approval of the requested reimbursement. This request shall include a case synopsis, an explanation of how it qualifies under the required criteria in clauses 3.1 and 3.2 above, and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the AMTF Program Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.4 Maintain accurate records of enforcement activities to be collected and forwarded monthly to the Project Coordinator for statistical reporting purposes.
- 4.1.5 Submit case data to the Project Coordinator biennially or when requested to support grant reporting requirements as required by the AMTF Program. This information will include a case synopsis and demographic information on cases submitted for overtime, the number of methamphetamine investigations, search warrants, arrests, seizures of controlled substances, and firearms.
- 4.1.6 Prepare an operational briefing sheet for each active operation.
- 4.1.7 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the AMTF Program.
- 4.1.8 Refrain from comingling AMTF funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.
- 4.1.9 De-conflict case investigations through the use of RISS.
- 4.1.10 Enter suspected traffickers' telephone numbers into the DEA Internet Connectivity Endeavor (DICE) database system as a means of deconfliction of case investigations. The Governmental Unit shall utilize BCA as a resource to assist in this process as needed.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the designated Project Coordinator.
- 4.2.2 Provide a Criminal Intelligence Analyst (CIA) who will provide analytical support to methamphetamine investigations relating to the subject matter contemplated by this Agreement.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by the Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for overtime expense, the Governmental Unit must transmit an AMTF case submission by providing a case synopsis, an explanation of how the case qualifies under the required criteria for case acceptance and an operational plan. The Project Coordinator will review the case submission and approve or deny the reimbursement request within seven (7) business days of receipt by the BCA's Authorized Representative.
- 5.2 Subsequent to receiving notice of approval of a reimbursement request, the Governmental Unit must submit an overtime expense form no later than fifteen (15) business days after the end of the month during which the expense is incurred. The form must be submitted to bca.methamphetaminegrant@state.mn.us.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 The Governmental Unit may receive payment for an AMTF case submission for overtime expense approved prior to the effective date of this Agreement if the Governmental Unit had a joint powers agreement in place with the BCA that expired prior to the effective date of this Agreement. Reimbursement will occur as provided in

Clause 5.2.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Scott D. Mueller, Deputy Superintendent
 Address: Department of Public Safety; Bureau of Criminal Apprehension
 1430 Maryland Street East
 Saint Paul, MN 55106
 Telephone: 651.793.7000
 E-mail Address: scott.d.mueller@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Jason Tanski, Commander
 Address: 2030 N. Arlington Avenue
 Duluth, MN 55811
 Telephone: 218-730-5400
 E-mail Address: jtanski@duluthmn.gov

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment 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 the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years following expiration of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will notify the Governmental Unit and terminate the Agreement.
- 12.3** In the event the Governmental Unit breaches this Agreement, it will not be eligible to receive any further reimbursement under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3000101344

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

CITY OF DULUTH a Minnesota municipal corporation

By: _____

Its Mayor (City Administrator per delegated authority)

Date: _____

Attest: _____

City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Title: _____

Date: _____

Admin ID: _____