

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

This Amended and Restated Joint Powers Agreement as to the Lake Superior Violent Offender Task Force (this "Agreement") is entered into by and among the governmental units listed in section 3 of this Agreement as of the Effective Date (as defined in section 15.a of this Agreement).

**WHEREAS**, certain governmental units entered into an Amended and Restated Joint Powers Agreement as to the Lake Superior Drug and Violent Crime Task Force (the "Existing Agreement").

**WHEREAS**, the governmental units wish to amend the Existing Agreement to reflect a change in the name of the task force and make other changes to the Existing Agreement as set forth below.

**WHEREAS**, this Agreement amends and restates the Existing Agreement in its entirety.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Name.** The name of the task force is the Lake Superior Violent Offender Task Force (the "Task Force").

**2. General Purpose.** The purpose of this 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 other cases that have a multijurisdictional impact.

**3. Members.**

a. The members of the Task Force are as follows:

- 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, Homeland Security Investigations, Office of the Special Agent in Charge, St. Paul ("HSI St. Paul")
- U.S. Customs and Border Protection, U.S. Border Patrol ("USBP")
- City of Virginia, Minnesota
- City of Hibbing, Minnesota

- City of Babbitt, Minnesota
- Town of Breitung, Minnesota
- City of Chisholm, Minnesota
- City of Ely, Minnesota
- City of Eveleth, Minnesota
- City of Gilbert, Minnesota
- East Range Police Department

b. The St. Louis County Attorney or the St. Louis County Attorney's designee shall be the legal advisor to the Task Force.

**4. Federal Law Enforcement Members.** Federal law enforcement members' relationship with the Task Force will be governed by a memorandum of understanding ("MOU"). In the event this Agreement conflicts with an MOU, the MOU prevails. The MOU between the Task Force and HSI St. Paul is attached to this Agreement as Exhibit A and incorporated by reference, and the MOU between the Task Force and USBP is attached to this Agreement as Exhibit B and incorporated by reference. This included the MOU dated from 2016 which has been incorporated into this MOU.

#### **5. Coordinating Agency.**

a. The City of Duluth shall serve as the coordinating agency for the Task Force (the "Coordinating Agency").

b. Acting on behalf of the Task Force, the Coordinating Agency shall be responsible for applying for federal and state grant funding, including, without limitation, funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and Minn. Stat. § 299A.642.

c. The Coordinating Agency shall be responsible for the day-to-day operations of the Task Force, including 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.

#### **6. Governing Board.**

a. There shall be a governing board of the Task Force (the "Governing Board") consisting of one representative from each member of the Task Force that assigns at least one experienced officer to serve on the Task Force on a full-time basis. The Governing Board shall also include a prosecuting attorney from the St. Louis County Attorney's Office. The prosecuting attorney shall serve as a non-voting member of the Governing Board. Members of the Task Force who do not assign at least one experienced officer to serve on the Task Force on a full-time basis or who are allowed to assign a liaison officer with the approval of the Commander as discussed in section 8.a of this Agreement may appoint one representative to serve on the Governing Board as a non-voting member. With the exception of the prosecuting attorney, each member of the Governing Board must be appointed by

and serve at the pleasure of the sheriff, police chief, or SAC of the member of the Task Force he or she represents; a licensed peace officer or federal law enforcement officer; and a full-time, supervisory officer of the member of the Task Force he or she represents.

b. Members of the Governing Board are not and shall not be deemed to be employees of the Task Force and shall not be compensated by the Task Force.

c. In January of each year, the Governing Board shall elect from among the voting members of the Governing Board the following officers that shall comprise the Executive Board: Executive Director, Vice Executive Director, and Secretary-Treasurer. The Governing Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at a regular or special meeting of the Governing Board, provided that at least ten (10) days' notice of the meeting has been furnished to each member of the Governing Board. The Governing Board shall operate by a majority vote of all voting members of the Governing Board present. A quorum for meetings shall consist of a majority of all voting members of the Governing Board.

d. The Governing Board shall meet at least once each quarter. Meetings shall be conducted in accordance with the Minnesota Open Meeting Law, Minn. Stat. ch. 13D.

e. The Governing Board will formulate a program to carry out the purpose of the Task Force. It shall be responsible for developing priorities, budgets, and operational policies and procedures.

f. The Governing Board will coordinate intelligence among the members of the Task Force and the Task Force.

g. The Governing Board shall approve the appointment of a commander (the "Commander") as set forth in section 9.a of this Agreement.

h. The Governing Board may cooperate with federal, state, and local law enforcement agencies to accomplish the purpose for which the Task Force has been organized.

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

j. The Governing 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, the Executive Board shall

distribute a written report to the members of the Task Force a written report that includes the following information and subject to limitations on information available to the Task Force by applicable law: (1) the financial condition of the Task Force, (2) the status of all Task Force projects, (3) the business transacted by the Task Force, and (4) other matters affecting the interests of the Task Force.

k. The Task Force's books, reports, and records shall be open to inspection by the members of the Task Force at all reasonable times and as required by law, subject to limitations on dissemination of information by applicable law.

l. The Governing Board may recommend changes to this Agreement to the members of the Task Force.

m. The Governing Board shall purchase liability insurance. The cost of the insurance shall be payable from Task Force funds.

## **7. Finances.**

a. The cost of operation of the Task Force shall be funded solely from grant funds, forfeiture funds, and any matching funds provided by members of the Task Force as required by grant terms.

b. The Task Force's funds may be expended by the Governing Board in accordance with this Agreement, in a manner determined by the Governing Board, and as authorized by its budget. The City of Duluth shall serve as the fiscal agent for the Task Force 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 his or her designee.

c. The Governing Board shall receive a quarterly financial of all expenditures, receipts, and current fund balances from the Secretary-Treasurer.

d. Each non-federal member of the Task Force shall contribute its required grant matching funds to operate the Task Force. The required grant matching funds will be used to pay the non-grant funded personnel costs of the Task Force.

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

f. The Governing Board may not incur debts.

g. The Task Force's obligation to reimburse members of the Task Force

for any expense, furnish equipment, and the like is contingent upon the Task Force receiving sufficient grant funds. The Governing 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.**

a. Each voting member of the Task Force that is not a federal member shall assign at least one experienced peace officer to serve on the Task Force on a full-time basis. The assignment to the Task Force shall be the principal assignment of such peace officer. Officers assigned to the Task Force by non-voting members of the Task Force with the approval of the Commander shall be considered liaison officers and are not required to be assigned on a full-time basis. Participation in occasional Task Force activities by officers from non-voting members of the Task Force will be initiated by requests from full-time Task Force staff or by the initiation of cases by the liaison officers that require or would benefit from Task Force assistance or participation. Participation in Task Force cases by officers is contingent upon the liaison agency's supervisory recommendation and the Commander's approval. The peace officers assigned by voting members of the Task Force shall be licensed peace officers in the State of Minnesota. The peace officers assigned by the City of Superior shall meet the requirements in Minn. Stat. § 471.59, subd. 12.

b. 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 of the Task Force that assigned the officer to the Task Force and shall be supervised and paid by such member, not the Task Force.

c. 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 with the Commander's approval shall report to the Commander or assigned Task Force supervisor during 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.

d. Peace officers assigned to the Task Force will be responsible for drug investigation, including intelligence management, the direct targeting of violent offenders, 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, 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, and community agencies.

e. A member of the Task Force that assigns a peace officer to the Task

Force shall furnish the officer with a weapon and pay any lease payments, insurance, maintenance, and operating costs of the vehicle used for the assignment.

f. Officers assigned to the Task Force as liaison officers with the approval of the Commander shall be trained in the established organizational protocols and practices of the Task Force. Operations involving the use of confidential funds shall require involvement of a full-time Task Force officer. 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 Commander or Task Force supervisor.

g. If a full-time Task Force officer is reassigned to non-Task Force duties for more than two consecutive pay periods, the reimbursement received by the applicable member of the Task Force will be reduced on a pro rata basis.

## **9. Commander and Team Leaders.**

a. The Coordinating Agency shall appoint an agent to serve as Commander, subject to the approval of the Governing Board under section 6.g of this Agreement. 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 Commander of the Task Force. The Commander shall remain an employee of the Coordinating Agency.

b. The Commander shall be in charge of the day-to-day operation of the Task Force, subject to direction from the Governing Board. The Commander is responsible for case assignment, case management, recordkeeping, 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 execution of all search warrants initiated by the Task Force and will work cooperatively with the prosecuting authority with jurisdiction over the case. The Commander shall cause Task Force data to be entered into any statewide system implemented for the purpose of information sharing.

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

d. The Commander shall have the authority to temporarily suspend an officer from Task Force duties and to recommend to the Governing Board the

removal of an officer from the Task Force as provided in section 1-11.3 of the Manual (as defined in section 12 of this Agreement).

e. The Commander shall appoint an agent to serve as Team Leader in each of the Task Force's satellite offices. The Team Leader will be in charge of his or her satellite office and shall update and report to the Commander at least once per week.

**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 of the Task Force originating the specific case. Forfeited monies or property shall be distributed in a 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 of the Task Force under 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's operating expenses. Any disputes on disbursement of funds will be decided by the Governing Board. In the case of federal forfeiture actions, established federal law and policy shall be followed. Fine or restitution monies paid to the Task Force pursuant to court order may be used to offset equipment or operating costs of the Task Force not funded by grant or matching funds subject to compliance with applicable law and policy.

**11. Headquarters.**

a. The City of Duluth will furnish the Task Force without cost office space at the Duluth Police Department, 2300 North Arlington Avenue, Duluth, Minnesota 55811. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by the City of Duluth without cost.

b. St. Louis County will furnish office space in the City of Virginia and the City of Hibbing to the Task Force without cost to be used as satellite offices for members of the Task Force located in northern St. Louis County. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by St. Louis County without cost.

**12. Adherence to Manual.** The operations of the Task Force are subject to and shall adhere to the Multijurisdictional Task Force Violent Crime Enforcement Team Operating Procedures and Guidelines Manual (the "Manual"); provided, however, that in instances where the Task Force has a higher standard than the Manual, the Task Force shall adhere to the higher standard.

**13. Liability.**

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

Force.

b. No peace officer acting under this Agreement may be considered, for liability purposes, an employee or peace officer of any other member of the Task Force, 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 member of the Task Force that assigned the officer to the Task Force.

c. Any peace officer acting under this Agreement shall continue to be covered by the peace officer's employing member of the Task Force for purposes of worker's compensation, unemployment compensation, disability, other employee benefits, and civil liability 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.

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

e. Members of the Task Force and employees of affiliate or partner agencies, other than current federal employees, shall not be considered to be federal employees for any purposes, including but not limited to liability under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b)(1), 2671–2780, or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971), or for purposes of the Federal Employees' Compensation Act, 5 U.S.C. § 8101, *et seq.* The United States shall be liable for the acts or omissions of federal employees acting within the course and scope of their federal employment only to the extent authorized by FTCA and other applicable federal law.

**14. Indemnification.** The Task Force, through the insurance maintained by it hereunder, shall fully indemnify and hold harmless each member of the Task Force against all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of the member's employee(s) 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 Minn. Stat. ch. 466, Wis. Stat. § 893.80, or relevant federal statutes. Notwithstanding the foregoing, nothing in this Agreement shall be construed as requiring HSI St. Paul to insure, defend, or indemnify any other person.

**15. Duration.**

a. The Existing Agreement shall remain in effect until the effective date of this Agreement (the "Effective Date"), at which point this Agreement will take effect and supersede the Existing Agreement in all respects. The Effective Date shall occur on the date on which all parties to this Agreement have executed this Agreement. All members of the Task Force need not sign the same copy; this



Agreement may be signed in counterparts. The signed Agreement shall be filed with the St. Louis County Attorney, who shall provide each member of the Task Force a fully executed copy of this Agreement. With the exception of section 4 of this Agreement, implementation is also contingent upon receipt of sufficient grant funds. Prior to the Effective Date, any signatory may rescind its approval of this Agreement.

b. It is agreed that participation in the Task Force is voluntary and that any member of the Task Force may withdraw at any time provided that they deliver a written notice to other members at least thirty (30) days prior to withdrawal. If a member of the Task Force withdraws and the Task Force is not disbanded, the withdrawing member 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 the notice of withdrawal.

c. In the event 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 Governing Board.

**16. 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, and federal law with respect to HSI St. Paul and USBP.

**17. Amendments.** Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed this Agreement or their successors in office. This Agreement shall supersede all other oral and written agreements prior to execution of this Agreement.

**18. Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities represented or purported to be represented by such person and have complied with all formal requirements necessary or required by any federal, state, or local law in order to enter into this Agreement.

[SIGNATURE PAGES TO COME]

**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: \_\_\_\_\_