



# Green Sheet NO: 3118421

**Department/Office/Council:**  
PD - Police Department

**Date Initiated:**  
28 SEP 2010

**Contact Person & Phone:**  
Chief Thomas Smith  
266-5588

**Must Be on Council Agenda by (Date):**

**Doc. Type:** PUBLIC HEARING  
(RESOLUTION)

**E-Document Required:** N  
**Document Contact:** Evette Scarver  
**Contact Phone:** 266-5541

**Assign  
Number  
For  
Routing  
Order**

	<u>Department</u>	<u>Sent To Person</u>	<u>Initial/Date</u>
0	Police Department	Police Department	
1	Police Department	Police Department	
2	City Attorney	City Attorney	
3	Financial Services	Director, FSO	
4	Mayor's Office	Mayor	
5	Council	Council	
6	City Clerk	City Clerk	
7	Police Department	Police Department	

**Total # of Signature Pages** 1 (Clip All Locations for Signature)

**Action Requested:**

Signatures on the attached council resolution establishing a financing and spending plan for the East Metro Narcotics Task Force.

**Recommendations: Approve (A) or Reject (R):**

- \_\_\_\_\_ Planning Commission
- \_\_\_\_\_ CIB Committee
- \_\_\_\_\_ Civil Service Commission
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Personal Service Contracts Must Answer the Following Questions:**

1. Has this person/firm ever worked under a contract for this department?  
Yes No
2. Has this person/firm ever been a city employee?  
Yes No
3. Does this person/firm possess a skill not normally possessed by any current city employee?  
Yes No

**Explain all yes answers on separate sheet and attach to green sheet.**

**Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):**

The City of Saint Paul Police Department was awarded a grant of \$125,000.

**Advantages If Approved:**

Opportunity to use grant awarded funds to enhance the safety for the City of Saint Paul.

**Disadvantages If Approved:**

None.

**Disadvantages If Not Approved:**

Lost opportunity to use grant funds.

**Total Amount of Transaction:** \$125,000.00

**Funding Source:** 436

**Cost/Revenue Budgeted:**

**Activity Number:** 34127

**Financial Information:**  
(Explain)

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by \_\_\_\_\_

1 WHEREAS, the City of Saint Paul Police (SPPD), entered into the attached Joint Powers Second amendment agreement with  
 2 other local law enforcement agencies for participation in the East Metro Narcotics task force NKA the Ramsey County  
 3 Violent Crime Enforcement Team (VCET); and  
 4  
 5 WHEREAS, the City of Saint Paul, Police Department was awarded a grant of \$125,000 by the VCET through the State of  
 6 Minnesota Department of Public Safety Office of Justice Programs to be used for personnel, travel, office supplies, and other  
 7 miscellaneous costs ; and  
 8  
 9 WHEREAS, a 2010 financing and spending plan needs to be established for these funds; and  
 10  
 11 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are  
 12 available for appropriation funds of \$125,000 in excess of those estimated in the 2010 budget and the Mayor recommends  
 13 the following addition is made to the 2010 budget:  
 14  
 15 THEREFORE BE IT RESOLVED that the Saint Paul City Council accepts this grant and approves these changes to the 2010  
 16 budget.

	Current Budget	Changes	Amended Budget
<b>0436-Police Special Projects Fund</b>			
<b>FINANCING PLAN</b>			
34127- RC Violent crime enforcement team (VCET)			
3699-Other Miscellaneous Grant	85,000	40,000	125,000
Total Changes to Financing	0	40,000	125,000
<b>SPENDING PLAN</b>			
34127- RC Violent crime enforcement team (VCET)			
0141 – Over time	17,631	23,369	41,000
0161 – Other Salary needs	1,165	221	1,386
0229 – Other Communications	17,734	0	17,734
0283 – Rental -Vehicles	21,600	4,320	25,920
0290 – Central services	2,460	0	2,460
0298 – Investigations	20,000	5,000	25,000
0389 – Other Misc. Supplies	1,940	2,060	4,000
0439 – Fringe Benefits	2,470	5,030	7,500
Total Changes to Spending	85,000	40,000	125,000

17

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: \_\_\_\_\_  
 By: T. Smith  
 Approved by the Office of Financial Services  
 By: \_\_\_\_\_  
 Approved by City Attorney  
 By: \_\_\_\_\_  
 Approved by Mayor for Submission to Council  
 By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_  
 Adoption Certified by Council Secretary  
 By: \_\_\_\_\_  
 Approved by Mayor: Date \_\_\_\_\_  
 By: \_\_\_\_\_

**SECOND AMENDMENT TO JOINT POWERS AGREEMENT CREATING THE EAST METRO NARCOTICS TASK FORCE, NKA THE RAMSEY COUNTY VIOLENT CRIME ENFORCEMENT TEAM**

WHEREAS, On February 7, 2005, Ramsey County ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul ("City"), a Minnesota municipality entered into a Joint Powers Agreement ("JPA") to create the East Metro Narcotics Task Force ("Task Force"); and

WHEREAS, By an amendment dated January 31, 2007, the Cities of Maplewood ("Maplewood"), Roseville ("Roseville"), and White Bear Lake ("WBL") became parties to the JPA and members of the Task Force; and

WHEREAS, The Cities of Lino Lakes ("Lino Lakes") and North St. Paul ("NSP") wish to become parties to the JPA and members of the Task Force; and

WHEREAS, The provisions of the Request for Proposals for calendar year 2010 funding issued by the Minnesota Department of Public Safety Office of Justice Programs require participating agencies to enter into a JPA; and

NOW THEREFORE, The Parties agree as follows:

1. As of January 1, 2010, the East Metro Narcotics Task Force shall be known as the Ramsey County Violent Crime Enforcement Team ("VCET") and all references in the Agreement, as amended, to the East Metro Narcotics Task Force and the Task Force shall be deemed to mean the Ramsey County Violent Crime Enforcement Team. As of January 1, 2010, the VCET shall comply with all requirements for VCETs that are established by the State of Minnesota. To the extent any of the provisions of the JPA, as amended, are inconsistent with the State's VCET requirements, the State's requirements shall have priority.
2. As of April 1, 2010, the term "Agencies" shall mean the Ramsey County Sheriff's Office, the City of Saint Paul Police Department, the City of Maplewood Police Department, the City of Roseville Police Department, the City of White Bear Lake Police Department, the City of Lino Lakes Police Department, and the City of North St. Paul Police Department.
3. As of April 1, 2010, the second sentence of Section 2. Members is deleted and replaced with the following:  
"The Task Force members are Ramsey County, the City of Saint Paul, the City of Maplewood, the City of Roseville, the City of White Bear Lake, the City of Lino Lakes, and the City of North Saint Paul."
4. Section 4. Term of Agreement/Termination is revised to read as follows:  
"4. Term of Agreement/ Withdrawal/Termination  
4.1 The Initial Term of this Agreement shall be for a one-year period, from January 1, 2005, through December 31, 2005.

4.2 This Agreement shall automatically renew for additional one year periods ("Renewal Term").

4.3 A party may withdraw from this Agreement by giving the other parties thirty (30) days written notice of its intent to withdraw. Upon withdrawal by a party, property of the withdrawing party that had been loaned for use by the Task Force shall be returned.

4.4 This Agreement may be terminated by unanimous written agreement of all parties. Upon termination of this Agreement, all property owned by the Task Force shall be distributed to the Agencies or parties in equal parts or sold with the proceeds distributed to the Agencies or parties in equal parts. Property of the Agencies or parties that had been loaned for use by the Task Force shall be returned."

5. Effective April 1, 2010, Section 6. Task Force Board, Paragraph 6.1, is revised to read as follows:

"6.1 The governing board of the Task Force shall be a Board of Directors ("Board"), to be made up of one representative from each of the following agencies: the Ramsey County Sheriff's Office, the City of Saint Paul Police Department, the City of Roseville Police Department, the City of Maplewood Police Department, the City of White Bear Lake Police Department, the City of Lino Lakes Police Department, the City of North Saint Paul Police Department, and the Ramsey County Attorney's Office; the Task Force Commander; and the Fiscal Agent. All Directors shall serve at the pleasure of their appointing authorities."

6. Effective April 1, 2010, Section 7. Task Force Operations is revised to read as follows:

"7.1 Daily operation and responsibility for carrying out the purpose of the Task Force shall be under the direction of a Task Force Commander selected by the Fiscal Agent.

7.2 The Task Force Commander will plan and coordinate case activities and direct investigative activities based on intelligence provided by the Agencies, with priorities as determined by the Board."

7. Section 10. Advisor is revised to read as follows:

"The Ramsey County Attorney shall designate an Assistant Ramsey County Attorney to provide civil legal advice to the VCET Board as, and if, required."

8. The terms of this Second Amendment shall be effective as of the last date signed below.

9. Except as modified herein, the terms of the Agreement, as amended, shall remain in full force and effect as to all Parties to this Second Amendment.

IN WITNESS THEREOF, the undersigned Parties, by actions of their governing bodies, or their authorized designees, have caused this Second Amendment to be executed in accordance with the authority of Minnesota Statutes § 471.59.

RAMSEY COUNTY

Victoria Reinhardt

Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

Bonnie Jackelen

Bonnie Jackelen, Chief Clerk  
Ramsey County Board of Commissioners

Date: 6/1/10 2010-187

Approval recommended:

Bob Fletcher

Bob Fletcher, Sheriff

Approved as to form:

Karen Kushnaw 5/26/10  
Assistant County Attorney

**CITY OF ROSEVILLE**

By: Craig D. Klausung  
Craig D. Klausung, Mayor

Date: 5/17/10

Approval Recommended:  
[Signature]

Rick Mathwig, Police Chief - Act'g  
Roseville Police Department

Approved as to form and legality:  
[Signature]

Carolyn Bell Beckman, City Attorney

[Signature]  
Christopher Miller, Financial Services Director

**CITY OF NORTH SAINT PAUL**

By: Michael R. Kuehn  
Michael Kuehn, Mayor

Date: 5/4/10

Approval Recommended:

Thomas Lauth  
Thomas Lauth, Police Chief  
North Saint Paul Police Department

Approved as to form and legality:

Joel J. Jamnik  
Joel Jamnik, City Attorney


Al Mahlum  
Al Mahlum, Financial Services Director

**CITY OF LINO LAKES**

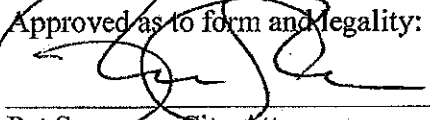
By:   
Jeff Reinert, Mayor

Date: May 10, 2010

Approval Recommended:

  
Dave Pecchia, Public Safety Director

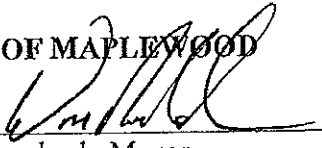
Approved as to form and legality:

  
Pat Sweeney, City Attorney

  
Alan Rolek, Financial Services Director

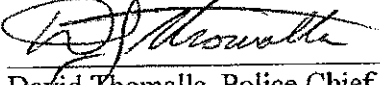


CITY OF MAPLEWOOD

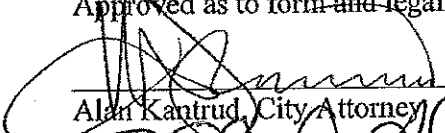
By:   
Will Rossbach, Mayor

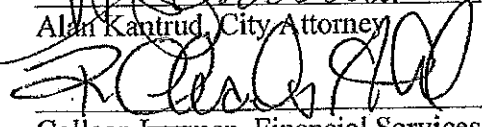
Date: 5/4/2010

Approval Recommended:

  
David Thomalla, Police Chief  
Maplewood Police Department

Approved as to form and legality:

  
Alan Kantrud, City Attorney

  
Colleen Layman, Financial Services Director  
R. CHARLES ANL

**CITY OF WHITE BEAR LAKE**

By: Jo Emerson  
Jo Emerson, Mayor

Date: 5/11/10

Approval Recommended:

Lynne T. Banks  
Lynne T. Banks, Police Chief  
White Bear Lake Police Department

Approved as to form and legality:

Roger Jensen  
Roger Jensen, City Attorney

Don Rambow  
Don Rambow, Financial Services Director

RESOLUTION NO. 10706

**RESOLUTION APPROVING AMENDED MUTUAL AID AGREEMENT FOR  
RAMSEY COUNTY VIOLENT CRIME ENFORCEMENT TEAM (VCET).**

**WHEREAS**, in January, 2007, the City of White Bear Lake joined the cities of Maplewood and Roseville in entering an amendment to an existing Joint Powers Agreement between the City of St. Paul and County of Ramsey (First Amendment) for the organization and management of a multi-agency narcotics task force; and

**WHEREAS**, the cities of Lino Lakes, Centennial Lakes, and North St. Paul wish to participate in this task force by entering the existing joint powers agreement; and

**WHEREAS**, parties to the agreement wish to add these two cities and make technical amendments to the current agreement; and

**WHEREAS**, Minn. Stat. § 471.59 authorizes governmental units to enter into joint powers agreements and Minn. Stat. § 12.27 authorizes governmental units to enter into mutual aid agreements;

**WHEREAS**, all of the parties to this Agreement are governmental units under Minn. Stat. § 471.59;

**WHEREAS**, all parties recognize that there are circumstances where the assistance of law enforcement agencies of other governmental units is important in effectively and efficiently maintaining the peace and apprehending criminals;

**WHEREAS**, all parties are desirous of having their respective officers extend their services beyond their respective jurisdictions for the purpose of providing assistance and enforcing the laws in agreed-upon situations; and

**WHEREAS**, the parties believe that the establishment of a procedure whereby a party to this Agreement may provide to another party, personnel or equipment, in order to address law enforcement issues that one agency may not be able to effectively and efficiently address alone would be of great benefit to the public health, safety, and welfare of their citizens.

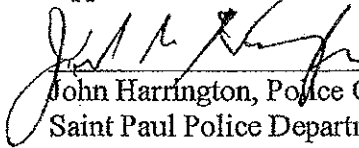
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of White Bear Lake that the parties, pursuant to the authority contained in Minn. Stat. § 471.59, agree to the conditions as outlined in the attached Mutual Aid Agreement.

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Christopher B. Coleman, Mayor

Date: \_\_\_\_\_

Approval Recommended:

  
\_\_\_\_\_  
John Harrington, Police Chief  
Saint Paul Police Department

Approved as to form and legality:

  
\_\_\_\_\_  
Saint Paul City Attorney

  
\_\_\_\_\_  
Financial Services Director *DB*

## AMENDMENT TO JOINT POWERS AGREEMENT CREATING THE EAST METRO NARCOTICS TASK FORCE

WHEREAS, On or about February 7, 2005, Ramsey County ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul ("City"), a Minnesota municipality entered into a Joint Powers Agreement ("JPA") to create the East Metro Narcotics Task Force ("Task Force"); and

WHEREAS, The Cities of Maplewood ("Maplewood"), Roseville ("Roseville"), and White Bear Lake ("WBL") wish to become parties to the JPA and members of the Task Force; and

WHEREAS, The provisions of the Request for Proposals for calendar year 2007 funding issued by the Minnesota Department of Public Safety Office of Justice Programs require participating agencies to enter into a JPA; and

WHEREAS, Certain provisions of the JPA need to be modified due to the expansion of the parties to the JPA (collectively, "Parties") to include Maplewood, Roseville, and WBL as required in order to comply with the requirements for calendar year 2007 funding by the Minnesota Department of Public Safety Office of Justice Programs;


NOW THEREFORE, The Parties agree as follows:

1. On and after the effective date of this Amendment, the term "Agencies" shall mean the Ramsey County Sheriff's Office, the City of Saint Paul Police Department, the City of Maplewood Police Department, the City of Roseville Police Department, and the City of White Bear Lake Police Department.
2. Section 2. Members, is revised to read as follows:  
"The East Metro Narcotics Task Force (hereinafter "Task Force") is hereby established by the Parties. The Task Force members are Ramsey County, the City of Saint Paul, the City of Maplewood, the City of Roseville, and the City of White Bear Lake."
3. The title of Section 4. is revised to read as follows:  
"4. Term of Agreement/Withdrawal/Termination"
4. Section 4.2 is revised to read as follows:  
"4.2 A Party may withdraw from the Task Force and terminate its participation upon giving at least thirty (30) days' written notice to the other Parties. This Agreement shall automatically renew for additional one year periods ("Renewal Term") unless a majority of the then-current Parties gives written notice to the other Parties of their intent not to renew at least sixty (60) days prior to the end of the then-current Initial Term or any Renewal Term."
5. Section 4.3 is revised to read as follows:  
"4.3 This Agreement may be terminated at any time during the Initial Term or Renewal Term by a majority of the then-current Parties upon no less than sixty (60) days' written notice by the terminating Parties notice to the other Parties."

6. Section 6. Task Force Board, Paragraph 6.1, is revised to read as follows:  
"6.1 The governing board of the Task Force shall be a Board of Directors ("Board"), to be made up of one representative from each of the following agencies: the Ramsey County Sheriff's Office, the City of Saint Paul Police Department, the City of Roseville Police Department, the City of Maplewood Police Department, the City of White Bear Lake Police Department, the Ramsey County Attorney's Office, and the United States Attorney's Office; the Grant Coordinator for the Task Force who shall be selected by the Ramsey County Sheriff and Saint Paul Police Department Chief; and a fiscal representative who shall be selected by the Ramsey County Sheriff and Saint Paul Police Department Chief. All Directors shall serve at the pleasure of their appointing authorities."
7. Effective Date. The terms of this Amendment shall be effective as of the last date signed below.
8. Except as modified herein, the terms of the Agreement remain in full force and effect as to all Parties to this Amendment.

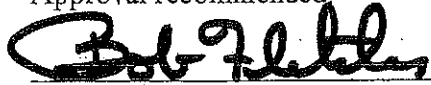
IN WITNESS THEREOF, the undersigned Parties, by actions of their governing bodies, or their authorized designees, have caused this Amendment to be executed in accordance with the authority of Minnesota Statutes § 471.59.

**RAMSEY COUNTY**

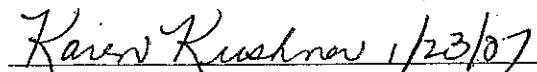
  
\_\_\_\_\_  
David Twa, County Manager

Date: 1/31/07

Approval recommended:

  
\_\_\_\_\_  
Bob Fletcher, Sheriff

Approved as to form and insurance:

  
\_\_\_\_\_  
Karen Kuzelna 1/23/07  
Assistant County Attorney

Purchase Order or

Aspen Vendor Contract Number:

N/A

Funds are available

Account Number: \_\_\_\_\_

 1/26/07

Budgeting and Accounting

CITY OF SAINT PAUL

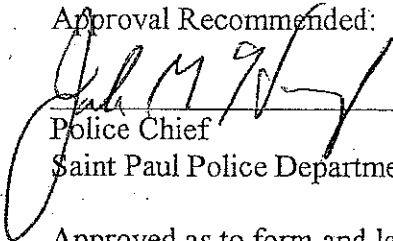
By: \_\_\_\_\_

Its: Mayor

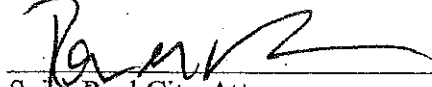
*Valid w/out Mayor's signature*

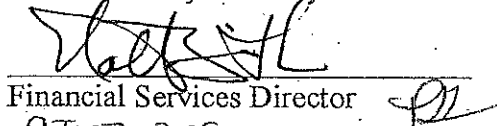
Date: \_\_\_\_\_

Approval Recommended:

  
\_\_\_\_\_  
Police Chief  
Saint Paul Police Department

Approved as to form and legality:

  
\_\_\_\_\_  
Saint Paul City Attorney

  
\_\_\_\_\_  
Financial Services Director  
CF07-209

CITY OF MAPLEWOOD

By: Niana Longie  
Its: Mayor

Date: 1/22/07

Approval Recommended:

[Signature]  
Police Chief  
Maplewood Police Department

Approved as to form and legality:

[Signature]  
Maplewood City Attorney

[Signature]  
Financial Services Director



CITY OF ROSEVILLE

By: *Ray Klumpp*  
Its: Mayor

Date: 2/26/07

Approval Recommended:

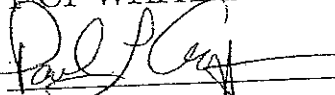
*Cory Zetser*  
Police Chief  
Roseville Police Department

Approved as to form and legality:

*Scott T. A.*  
Roseville City Attorney

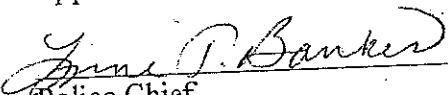
*Christine K. Miller*  
Financial Services Director

CITY OF WHITE BEAR LAKE

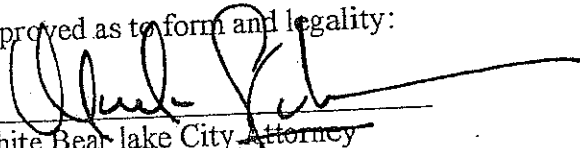
By:   
Its: Mayor

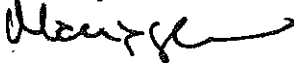
Date: 3/29/07

Approval Recommended:

 1-9-07  
Police Chief  
White Bear Lake Police Department

Approved as to form and legality:

  
White Bear Lake City Attorney

  
Financial Services Director

Contract  
#02-133251

## JOINT POWERS AGREEMENT CREATING THE EAST METRO NARCOTICS TASK FORCE

This is an agreement between Ramsey County, a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipality (hereinafter collectively referred to as "the Parties"), pursuant to the provisions of Minnesota Statutes Section 471.59, the Joint Powers Act.

WHEREAS, The Parties each have law enforcement agencies with police powers within their respective jurisdictions: Ramsey County has the Ramsey County Sheriff's Office, and the City of Saint Paul has the City of Saint Paul Police Department; (hereinafter collectively referred to as "the Agencies"); and

WHEREAS, The Agencies are responsible for the enforcement of controlled substance laws in their respective jurisdictions; and

WHEREAS, The Parties, through their Agencies, wish to form a joint task force for the purpose of more efficiently and effectively enforcing controlled substance laws and investigating and prosecuting their related crimes, especially felonies that have the likelihood of being related to the distribution of narcotics and/or other cases that have an impact on both Parties;

NOW THEREFORE, The Parties, agree as follows:

1. General Purpose.

The purpose of this Agreement is to establish the East Metro Narcotics Task Force as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, and to define the rights and obligations of the Parties with respect to the duties and activities performed by the Task Force throughout the term of the Agreement.

2. Members

The East Metro Narcotics Task Force (hereinafter "Task Force") is hereby established by the Parties. The Task Force members are Ramsey County and the City of Saint Paul.

3. Good Faith

The Parties and the Agencies shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in an equitable and timely manner.

4. Term of Agreement/Termination

4.1 The Initial Term of this Agreement shall be for a one-year period, from January 1, 2005 through December 31, 2005.

4.2 This Agreement shall automatically renew for additional one year periods ("Renewal Term") unless either of the Parties gives written notice to the other party of its intent not to renew at least sixty (60) days prior to the end of the then-current Initial Term or any Renewal Term.

4.3 This Agreement may be terminated at any time during the Initial Term or Renewal Term by one of the Parties with 30 days written notice to the other Parties.

4.4 Upon termination of this Agreement, all property owned by the Task Force shall be distributed to the Agencies in equal parts or sold with the proceeds distributed to the Agencies in equal parts. Property of the Agencies or the Parties that had been loaned for use by the Task Force shall be returned.

5. State Assistance for Narcotics Control

Ramsey County, acting on behalf of Task Force, the Parties to this Agreement, or the Agencies, in relation to this Agreement, shall be the grant applicant for funding from the Minnesota Office of Justice Programs ("OJP"), Department of Public Safety ("DPS") for multi-jurisdictional narcotics task forces, and all other sources for this Agreement.

6. Task Force Board

6.1 The governing board of the Task Force shall be a Board of Directors ("Board"), to be made up of one representative from each of the following agencies: the Ramsey County Sheriff's Office, the City of Saint Paul Police Department, the City of Roseville Police Department, the Ramsey County Attorney's Office, and the United States Attorney's Office; the Grant Coordinator for the Task Force who shall be selected by the Ramsey County Sheriff and Saint Paul Police Department Chief; and a fiscal representative who shall be selected by the Ramsey County Sheriff and Saint Paul Police Department Chief. All Directors shall serve at the pleasure of their appointing authorities.

6.2 Directors shall not be deemed employees of the Task Force and shall receive no compensation from the Task Force for serving as directors:

6.3 The Board has final administration and policy decision-making authority for the Task Force. Decisions shall be made by a majority of the Board.

6.4 The Board shall meet quarterly to evaluate the progress of the Task Force. The Board shall maintain records of Task Force activities. A special meeting may be called by any Director, or by a Task Force Commander.

6.5 The Board may apply for grants, approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.

6.6 The Board will develop Task Force priorities, a Task Force budget, and Task Force operational policies and procedures.

6.7 The Board shall cooperate with other federal, state, and local law enforcement agencies when appropriate and necessary to accomplish the purpose for which the Task Force is organized.

6.8 The Board may not incur debts.

6.9 The Board shall make the Task Force's books, reports, and records open to inspection by the Agencies at all reasonable times.

6.10 The Board has sole authority to incur obligations and approve contracts and take final action on behalf of the Task Force.

6.11 The Task Force may not incur obligations or approve contracts that extend beyond the Initial Term or Renewal Term of this Agreement or which will require the expenditure of funds in excess of funds available.

6.12 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the Agencies or Parties as the agent, representative or employee of any of the other Agencies or Parties for any purpose or in any manner whatsoever.

6.13 The Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the Task Force.

## 7. Task Force Operations

7.1 Daily operation and responsibility for carrying out the purpose of the Task Force shall be under the direction of Two Task Force Commanders, one appointed by the St. Paul Police Chief, and one appointed by the Ramsey County Sheriff.

7.2 The Task Force Commanders will plan and coordinate case activities and direct investigative activities based on intelligence provided by the Agencies, with priorities as determined by the Board.

## 8. Finances

8.1 Task Force operations will be financed from the Task Force grant funds and drug forfeiture funds as necessary to meet the Parties' matching fund obligations under the terms of any the grant agreement ("Task Force Funds").

8.2 Ramsey County shall serve as the Fiscal Agent for the Task Force.

8.3 Ramsey County, as Fiscal Agent, is authorized to receive all Task Force Funds for deposit and make disbursements therefrom in accordance with standard accounting practices and procedures. In conjunction therewith, the Ramsey County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of Task Force Funds.

8.4 Task Force Funds may be expended as directed by the Board and in accordance with this Agreement. In no event shall there be an expenditure of Task Force Funds except per the approved Task Force budget.

8.5 The Ramsey County Sheriff's Office shall make and submit to the Board a quarterly report of the budget status of the Task Force Funds.

## 9. Task Force Personnel

9.1 The Agencies shall assign licensed peace officers and other personnel to the Task Force as needed to carry out its purpose and to perform their responsibilities under this Agreement.

9.2 Other law enforcement agencies may also assign personnel to the Task Force.

9.3 All personnel assigned to the Task Force ("Task Force Personnel") shall remain employees of the agency assigning the personnel and shall not be considered temporary or permanent employees of any of the other Parties or the Task Force for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another of the Parties. The Agencies acknowledge their individual responsibility to provide all salary compensation and fringe benefits to their employees while performing services on behalf of the Task Force. Benefits may include, but are not limited to, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, PERA, vacation, sick leave, and unpaid leave of absence.

9.4 All Task Force Personnel shall be required to comply with the rules of conduct and operating procedures prescribed by the Task Force Commanders, which shall be developed in consultation with the heads of the Agencies and in recognition of the rules of their respective Agencies. The Task Force Commanders, or their designees, shall refer disciplinary matters involving Task Force Personnel to the person's originating agency for investigation and disposition unless, based on the judgment of a Task Force Commander, or his/her designee, a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation, provided the person's agency head is notified in advance thereof.

9.5 As assigned by the Task Force Commanders, Task Force Personnel will be responsible for drug investigation, including intelligence management, case development, and presenting cases for charging to the appropriate prosecuting authority. Task Force Personnel may also assist other law enforcement agencies in surveillance and undercover operations. Task Force Personnel will work

cooperatively with assisting agencies. Task Force Personnel who are peace officers and who take action in the jurisdiction of another jurisdiction are authorized to exercise the powers of a peace officer in the other jurisdiction for purposes of Task Force activities.

10. Advisor

The Ramsey County Attorney shall designate an Assistant Ramsey County Attorney from the Prosecution Division to advise the Task Force. The Ramsey County Attorney's Office shall provide civil legal advice to the Task Force, as and if required.

11. Location

Task Force activities shall take place out of a central location to be agreed to by the Agencies.

12. Forfeiture, Seizures and Fines

The Agencies are entitled to money or proceeds from the sale of forfeited property after payment of seizure, storage, forfeiture and sale expenses and satisfaction of valid liens against forfeited property, in accordance with Minnesota statutes on forfeiture. Proceeds received by the Agencies from specific Task Force case forfeitures shall be used to support the efforts of the Task Force according to the Task Force grant requirements. The use and disbursement of these proceeds must be approved by the Board.

IN WITNESS THEREOF, the undersigned Parties, by action of their governing bodies, or their authorized designees, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

**RAMSEY COUNTY**

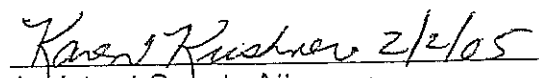
  
\_\_\_\_\_  
David Twa, County Manager

Date: 2/7/05

Approval recommended:

  
\_\_\_\_\_  
Bob Fletcher, Sheriff

Approved as to form and insurance:

  
\_\_\_\_\_  
Assistant County Attorney

Purchase Order or

Aspen Vendor Contract Number:

N/A

Funds are available

Account Number:

Kochter A/C

Budgeting and Accounting

**CITY OF SAINT PAUL**

By:

Its: Mayor

Date:

1-28-05

Approval Recommended:

[Signature]

Police Chief

Saint Paul Police Department

Approved as to form and legality:

[Signature]

Saint Paul City Attorney

[Signature]

Financial Services Director