

**SEVENTH AMENDED JOINT POWERS AGREEMENT OF THE RAMSEY COUNTY
VIOLENT CRIME ENFORCEMENT TEAM**

This is a Joint Powers Agreement (hereinafter "JPA" or "Agreement") between Ramsey County, a political subdivision of the State of Minnesota, and the following municipalities in the State of Minnesota: City of Maplewood, City of New Brighton, City of Roseville, City of St. Paul, City of White Bear Lake, City of Mounds View, and the City of Saint Anthony (hereinafter collectively referred to as "the Parties" or "members"). This Agreement is entered into pursuant to Minnesota Statute 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, the City of Maplewood has the Maplewood Police Department, the City of New Brighton has the New Brighton Police Department, the City of Roseville has the Roseville Police Department, the City of St. Paul has the St. Paul Police Department, the City of White Bear Lake has the City of White Bear Lake Police Department, the City of Mounds View has the Mounds View Police Department, and the City of Saint Anthony has the Saint Anthony 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, On February 7, 2005, Ramsey County, through the Ramsey County Sheriff's Office, and the City of St. Paul, through the St. Paul Police Department, executed a Joint Powers Agreement ("JPA") creating the East Metro Narcotics Task Force for a term of one-year, with an automatic renewal clause; and

WHEREAS, On January 31, 2007, the JPA was amended to add the Cities of Maplewood, Roseville, and White Bear Lake as members of the Task Force (First Amended JPA); and

WHEREAS, On June 1, 2010, a Second Amendment to the Agreement was executed to change the name of the East Metro Narcotics Task Force to the Ramsey County Violent Crime Enforcement Team ("RCVCET") and to add the Cities of Lino Lakes and North St. Paul as members (Second Amended JPA); and

WHEREAS, Since the execution of the Second Amendment, the Cities of Lino Lakes and North St. Paul have withdrawn from the RCVCET;

WHEREAS, On January 1, 2013, the Parties amended the JPA for another one-year term, with four automatic one-year renewal terms and added the City of New Brighton as a member (Third Amended JPA);

WHEREAS, On January 1, 2018, the Parties amended the JPA for another one-year term, with four automatic one-year terms (Fourth Amended JPA);

WHEREAS, Effective July 16, 2018, the Parties amended the JPA to add the City of Mounds View as a member (Fifth Amended JPA);

WHEREAS, On January 1, 2023, the Parties Amended the JPA for another one-year term with four automatic one-year renewal terms (Sixth Amended JPA);

WHEREAS, this Agreement shall constitute the Seventh Amended JPA;

WHEREAS, the RCVCET was formed for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have likelihood of being related to the distribution of narcotics and/or other cases that have an impact on all Parties; and

THEREFORE, The Parties agree as follows:

1. General Purpose

The purpose of this Agreement is to formally create and establish the Ramsey County Violent Crime Enforcement Team (hereinafter "RCVET") as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members and career criminals and to define the rights and obligations of the Parties with respect to the duties and activities performed by the RCVET throughout the term of the Agreement. The RCVET is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

2. Members

The RCVET is hereby established by the Parties. The RCVET members are Ramsey County, the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul the City of White Bear Lake, the City of Mounds View, and the City of Saint Anthony.

3. Good Faith

The Parties and the Agencies shall cooperate and use their best efforts to ensure that the 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, 2025, through December 31, 2025 ("Initial Term"), effective upon January 1, 2025 ("Effective Date").

4.2 This Agreement shall automatically renew for additional one-year periods ("Renewal Term") up to a maximum of four Renewal Terms unless all Parties

give written notice to the other Parties of their intent not to renew at least sixty (60) days before the end of the Initial Term or the then-current Renewal Term.

4.3 A Party may withdraw from this Agreement at any time with thirty (30) days written notice to the other Parties. Withdrawal shall not excuse a Party from obligations incurred before the effective date of withdrawal. This Agreement shall automatically terminate when all but one Party has withdrawn.

4.4 Upon expiration, dissolution, or other termination of this Agreement,

4.4.1 any outstanding financial obligations of RCVCEET, excluding obligations for payment of claims as set forth in Section 7 of this Agreement, will be paid out of remaining RCVCET Funds and/or the proceeds of the sale of RCVCET-owned property. If such funds or proceeds are inadequate to meet all of such outstanding financial obligations, the shortage will be subject to payment by the individual Parties to this Agreement as follows: 50 percent will be paid by the Ramsey County Sheriff's Office and the remaining 50 percent will be paid by the police departments of the Cities, each in a sum that is a percentage of the total obligation that is equal to the percentage the city's population bears to the population of all of the Cities combined, upon receipt of a notice from the Fiscal Agent (See Section 9.2);

4.4.2 if, after payment of all outstanding financial obligations pursuant to 4.4.1, there remain any RCVCET funds or property owned by the RCVCET, all RCVCET funds, property owned by the RCVCET, or the proceeds of a sale of RCVCET property shall be distributed to the Agencies that are members of the RCVCET at the time of the expiration, dissolution, or termination and who have been members of the RCVCET for a minimum of 12 consecutive months prior to the expiration, dissolution, or termination, using the formula set forth in section 4.4.1 for payment of outstanding financial obligations; and

4.4.3 property of the Agencies or the Parties that had been loaned for use by the RCVCET shall be returned to the loaning Agency or Party,

5. State and Federal Assistance for Narcotics Control

Ramsey County, acting on behalf of RCVCET, the Parties to this Agreement, and/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 violent crime teams, and from all other sources for this Agreement. The Parties agree to seek and maintain certification pursuant to the provisions of Minn. Stat. § 299A.642, subd. 4.

6. RCVCET Board

6.1 The governing body of the RCVCET shall be a Board of Directors ("RCVCET Board"), to be made up of the chief law enforcement officer or designee from each of the Agencies; one representative from the RAO; and up to three additional members selected by the governing body. All Directors shall serve at the pleasure of their appointing authorities. The RCVCET Board shall select an Executive Director on an annual basis, who shall conduct business meetings, document meeting minutes, and maintain frequent communication with members of the RCVCET Board and the Commander.

6.2 Directors shall not be deemed employees of the RCVCET and shall receive no compensation from the RCVCET for serving as directors.

6.3 The RCVCET Board has final administration and policy decision-making authority for the RCVCET, including development of a strategic enforcement plan. Decisions shall be made by a majority of the RCVCET Board.

6.4 The RCVCET Board shall meet quarterly to evaluate the progress of the RCVCET. The RCVCET Board shall maintain financial and other records of RCVCET activities. A special meeting may be called by any Director, or by the RCVCET Commander.

6.5 The RCVCET Board, through the Fiscal Agent, 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 the purpose for which the RCVCET is organized as described in Section I of this Agreement and consistent with the powers of the RCVCET Board.

6.6 The RCVCET Board will develop and approve RCVCET priorities, a RCVCET budget, and RCVCET operational policies and procedures.

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

6.8 The RCVCET Board, through the Fiscal Agent, shall make the RCVCET books, reports, and records open to inspection by the Agencies at all reasonable times.

6.9 The RCVCET Board has sole authority to incur obligations and approve contracts and take final action on behalf of the RCVCET.

6.10 The RCVCET Board may not incur obligations or approve contracts that extend beyond the Initial Term or any Renewal Term of this Agreement or which will require the expenditure of funds in excess of RCVCET Funds available.

6.11 The RCVCET Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the RCVCET.

6.12 The RCVCET Board shall arrange an audit annually of all the RCVCET's financial accounts, the cost of which will be paid out of state funds.

7. Insurance and Indemnification

7.1 The RCVCET shall purchase a policy of municipal liability insurance and may purchase such other insurance as it deems appropriate and necessary, covering the acts and omissions of the RCVCET, its Board of Directors and its employees, and the Parties to this Agreement and their employees, officials, and agents, in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04. The cost of the municipal liability insurance policy shall be paid from the RCVCET Funds. The cost of any other insurance shall be paid in a manner to be determined by the RCVCET Board.

7.2 The RCVCET shall defend, indemnify, and hold harmless the Parties, their officers, employees, and volunteers, from and against any and all claims, damages, losses, suits, judgments, costs, and expenses, including attorney's fees, arising out of or related to the acts or omissions of any person acting on behalf of the RCVCET Board in carrying out the terms of this Agreement.

7.3 For liability not covered by insurance, the Parties and the RCVCET agree to share the costs of such liability, including the costs of defense, using the formula described in 4.4 for allocation of payment for outstanding obligations and distribution of assets on termination of this Agreement.

7.4 Nothing herein, including the purchase by the RCVCET of excess liability coverage for federal law claims, shall constitute a waiver of the limits of liability, exceptions, defenses, or immunities under Minnesota State statutes.

7.5 To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minn. Stat. § 471.59, subd. 1a (a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility or liability for the acts or omissions of another Party, its officials, employees, and volunteers.

8. RCVCET Operations

8.1 The RCVCET shall operate in compliance with the Multijurisdictional Task Force Operating Procedures and Guidelines Manual adopted by the Violent Crime Coordinating Council, as may be amended from time to time, which incorporated herein and made part of this Agreement by reference.

8.2. Ramsey County shall serve as the Coordinating Agency. Daily operation and responsibility for carrying out the purpose of the RCVCET shall be under the direction of the RCVCET Commander, selected by the RCVCET Board.

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

8.4 The RCVCET Board shall operate in compliance with all reporting requirements of a grant recipient.

9. Finances

9.1 RCVCET operations will be financed from grant funding, subject to grant terms and conditions and grant program guidelines, incorporated herein by reference; and may be additionally funded by supplemental funding from participating Agencies and/or from RCVCET drug forfeiture funds ("RCVCET Funds").

9.2 Ramsey County shall serve as the Fiscal Agent for the RCVCET. Ramsey County shall not receive compensation from RCVCET Funds for its services.

9.3 Ramsey County, as Fiscal Agent, is authorized to receive all RCVCET Funds for deposit and make disbursements therefrom in accordance with generally accepted accounting practices and procedures, the current Office of Justice Program's Grant Manual, Governmental Accounting Standards, the Ramsey County Finance Office Policies and Procedures for Fiscal Agents, and federal and state requirements. In conjunction therewith, the Ramsey County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of RCVCET Funds during the Initial Term and any Renewals and for six years after the termination of this Agreement in accordance with state law.

9.3.1 All RCVCET Funds handled by the Fiscal Agency shall be deposited into a separate RCVCET account at the County's depository bank.

9.3.2 Interest accrued on the RCVCET Funds shall be deposited in the RCVCET Funds account.

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

9.5 As Fiscal Agent, the Ramsey County Sheriff's Office shall be responsible for daily monitoring and maintenance of RCVCET financial matters and shall make and submit to the RCVCET Board a quarterly report of the budget status of the RCVCET Funds.

9.6 Any issues raised by a Member regarding the activities of the Fiscal Agent shall first be brought to the attention of the RCVCET Commander. If the matter is not resolved to the satisfaction of the Member, the Commander shall present the issue to the RCVCET Board for resolution. Any issues raised by the Fiscal Agent shall first be brought to the attention of the RCVCET Commander. If the matter is not resolved to the satisfaction of

the Fiscal Agent, the Commander shall present the issue to the RCVCET Board for resolution.

9.7 As Fiscal Agent, Ramsey County is not responsible for providing services outside of the scope of services described in this Agreement. The County is not liable for management decisions made by the RCVCET. The County is not responsible for cash shortfalls due to funding shortfalls of the RCVCET.

10. Vehicles

The Parties may use a Ramsey County vehicle for RCVCET activities. If a County-owned vehicle is needed by a Party, that Party must execute a Vehicle Lease Agreement ("VLA") with Ramsey County prior to the use of the vehicle.

11. RCVCET Personnel

11.1 The Agencies shall assign licensed peace officers and/or civilian personnel to the RCVCET as needed to carry out its purpose and to perform their responsibilities under this Agreement.

11.2 All personnel assigned to the RCVCET ("RCVCET Personnel") shall remain employees of the Party whose Agency assigned the personnel and shall not be considered temporary or permanent employees of any of the other Parties or Agencies or the RCVCET 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 Parties acknowledge their individual responsibility to provide all salary compensation and fringe benefits to their employees while performing services on behalf of the RCVCET. 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.

11.3 All RCVCET Personnel shall be required to comply with the Violent Crime Coordinating Council's Multijurisdictional Task Force Operating Procedures and Guidelines Manual and more restrictive rules of conduct and operating procedures prescribed by the RCVCET Commander, which shall be developed in consultation with the heads of the Agencies and in recognition of the rules of their respective Agencies and adopted by the RCVCET Board. The RCVCET Commander, or designee, shall refer disciplinary matters involving RCVCET Personnel to the person's originating Agency for investigation and disposition unless, based on the judgment of the RCVCET Commander, or 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.

11.4 As assigned by the RCVCET Commander, RCVCET Personnel will be responsible for drug, gang, and violent crime investigation, including information management, case development, and presenting cases for charging to the appropriate prosecuting authority.

RCVCET Personnel may also assist other law enforcement agencies in surveillance and undercover operations. RVCET Personnel will work cooperatively with assisting agencies. RVCET Personnel who are peace officers and who take action in another jurisdiction are authorized to exercise the powers of a peace officer in the other jurisdiction for purposes of the RVCET activities.

12. Advisor

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

13. Location

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

14. Forfeiture, Seizures, and Fines

Proceeds received by the Agencies pursuant to Minnesota statutes on forfeitures from RVCET case forfeitures shall be turned over to the Fiscal Agent to be used to support the efforts of the RVCET according to the RVCET Grant requirements. The use and disbursement of these proceeds must be approved by the RVCET Board.

15. New Members

A governmental unit may become an additional member of the RVCET upon approval by the RVCET Board. Any governmental unit that applies to become a member must agree to assign at least one officer to the RVCET. A governmental unit that becomes a new member shall be included in the term "Parties" as used in this JPA, its law enforcement agency shall be included in the term "Agencies" as used in this JPA, and the member and its agency shall be subject to all provisions of this JPA. Such governmental unit will become a member effective upon filing with the Fiscal Agent a certified resolution of the governmental unit's governing body, approving, and authorizing execution of this Agreement and an executed counterpart copy of this Agreement. Upon receipt of such resolution and executed copy, the Fiscal Agent will prepare a conformed copy showing execution by existing Parties and the new member and forward a copy to all Parties.

16. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.

17. The Parties to this Agreement are subject to the provisions of Minn. Stat. § 299A.642.

18. This Agreement shall amend the JPA signed on February 7, 2005, as amended on January 31, 2007, June 1, 2010, January 1, 2013, January 1, 2018, July 16, 2018, and December 13, 2022.

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

Wherefore, the parties have executed this Agreement the last date set forth below.

RAMSEY COUNTY

Victoria Reinhardt, Board Chair
Ramsey County Board of Commissioners

Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Bob Fletcher, Ramsey County Sheriff

Approved as to form:

Marcelo Neblett, Assistant Ramsey County Attorney

CITY OF MAPLEWOOD

By: _____
Marylee Abrams, Mayor

Date: _____

By: _____
Michael Sable, City Manager

Date: _____

Approval recommended:

Brian Bierdeman, Chief
Maplewood Police Department

Approved as to form:

City Attorney

Financial Services Director

CITY OF NEW BRIGHTON

By: _____
Kari Niedfeldt-Thomas, Mayor

Date: _____

By: _____
Devin Massopust, City Manager

Date: _____

Approval recommended:

Tony Paetznick, Director
New Brighton Police Department

Approved as to form:

City Attorney

Financial Services Director

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

Date: _____

By: _____
Patrick J. Trudgeon, City Manager

Date: _____

Approval recommended:

Erika Scheider, Police Chief
Roseville Police Department

Approved as to form:

City Attorney

Financial Services Director

CITY OF SAINT PAUL

By: Jaime Rae Tincher
Jaime Tincher, Deputy Mayor

Date: 01/29/2025

Approval recommended:

Anthony Edwards
Anthony Edwards (Jan 28, 2025 15:01 CST)
Paul A. Ford, Assistant Chief of Police
Saint Paul Police Department

Approved as to form:

Anthony Edwards
Anthony Edwards (Jan 28, 2025 15:01 CST)
Anthony Edwards
Saint Paul Assistant City Attorney

John McCarthy
John McCarthy
Financial Services Director

CITY OF WHITE BEAR LAKE

By: _____
Dan Louismet, Mayor

Date: _____

By: _____
Lindy Crawford, City Manager

Date: _____

Approval recommended:

Dale Hager, Police Chief
White Bear Lake Police Department

Approved as to form:

City Attorney

Financial Services Director

CITY OF MOUNDS VIEW

By: _____
Zach Lindstrom, Mayor

Date: _____

By: _____
Nyle Zikmund, City Administrator

Date: _____

Approval recommended:

Ben Zender, Police Chief
Mounds View Police Department

Approved as to form:

City Attorney

Financial Services Director

CITY OF SAINT ANTHONY

By: _____
Wendy Webster, Mayor

Date: _____

By: _____
Charlie Yunker, City Manager

Date: _____

Approval recommended:

Jeff Spiess, Police Chief
St. Anthony Police Department

Approved as to form:

City Attorney

Financial Services Director

Signature: 
Anthony Edwards (Jan 27, 2025 14:29 CST)
Email: Anthony.Edwards@ci.stpaul.mn.us

ROUTING SHEET

Green Sheet NO: 400197

Date: 1/27/2025

Department: Police

Contact Person: Paul Ford

Contact Phone: 651-266-5533

Document Type: Agreement For
Services

Document Contact: Melissa Timm

Document Phone: 651-266-5422

Order	Department/Customer	Contract Signer	Organization
1	Police Department		
2	Customer		Ramsey County
3	City Attorney Office	City Attorney	
4	Police Department	Assistant Chief	
5	Financial Services	Director	
6	Mayor's Office	Assistant Mayor	

CC: file

Action Requested:

Signatures needed on an JPA extension agreement with the Ramsey County Violent Crimes Enforcement Task Force for 2025.

JPA Ramsey Cty VCET 7th Amendment

Final Audit Report

2025-01-30

Created:	2025-01-27
By:	SPPD Contracts (sppd-contracts@stpaul.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC7UqjcLIAFG_CzLWy-JOBC-3HEbLKjOc

"JPA Ramsey Cty VCET 7th Amendment" History

- Document created by SPPD Contracts (sppd-contracts@stpaul.gov)
2025-01-27 - 7:38:06 PM GMT
- Document emailed to Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us) for signature
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- Email viewed by Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us)
2025-01-27 - 8:29:34 PM GMT
- Document e-signed by Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us)
Signature Date: 2025-01-27 - 8:29:58 PM GMT - Time Source: server
- Document emailed to paul.ford@ci.stpaul.mn.us for signature
2025-01-27 - 8:30:01 PM GMT
- Email viewed by paul.ford@ci.stpaul.mn.us
2025-01-27 - 9:04:10 PM GMT
- Signer paul.ford@ci.stpaul.mn.us entered name at signing as Anthony Edwards
2025-01-28 - 9:01:11 PM GMT
- Document e-signed by Anthony Edwards (paul.ford@ci.stpaul.mn.us)
Signature Date: 2025-01-28 - 9:01:13 PM GMT - Time Source: server
- Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature
2025-01-28 - 9:01:17 PM GMT
- Email viewed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
2025-01-28 - 11:23:15 PM GMT
- Document e-signed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
Signature Date: 2025-01-28 - 11:27:45 PM GMT - Time Source: server

- ✉ Document emailed to Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) for signature
2025-01-28 - 11:27:47 PM GMT
- ✉ Email viewed by Jaime Tincher (jaime.tincher@ci.stpaul.mn.us)
2025-01-30 - 0:53:55 AM GMT
- ✍ Signer Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) entered name at signing as Jaime Rae Tincher
2025-01-30 - 0:54:15 AM GMT
- ✍ Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)
Signature Date: 2025-01-30 - 0:54:17 AM GMT - Time Source: server
- ✓ Agreement completed.
2025-01-30 - 0:54:17 AM GMT



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