

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 7, 2022
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Ramsey County VCET Joint Powers Agreement Approval

BACKGROUND

In 2005, Ramsey County and the cities of St. Paul, Maplewood, White Bear Lake and Roseville formed a joint task force for the purpose of more effectively enforcing controlled substance laws and investigating and prosecuting related crimes with a focus on felonies related to the distribution of narcotics and/or other cases that have an impact on multiple jurisdictions. At that time, the task force was called the East Metro Narcotics Task Force.

In January of 2010, the East Metro Narcotics Task Force became the Ramsey County Violent Crime Enforcement Team (VCET). Ramsey County VCET was required to comply with all requirements for VCETs as established by the State of Minnesota.

The current Task Force members are Ramsey County, the City of Saint Paul, the City of Maplewood, the City of Roseville, the City of New Brighton, the City of White Bear Lake, and the City of Mounds View.

The Joint Powers Agreement (JPA) signed in 2005, 2007, 2010, 2013, and 2018, along with the current JPA, have been reviewed and authorized by the City Attorney.

POLICY OBJECTIVE

Renew the JPA and allow all members of the Ramsey County Violent Crime Enforcement Team (VCET) through the formation of the task force, to more effectively enforce controlled substance laws through investigation and prosecution of related crimes, especially felony-level crimes.

BUDGET IMPLICATIONS

Not applicable.

STAFF RECOMMENDATION

Allow the Roseville Police Department to accept and abide by the terms of the Joint Powers Agreement and authorize the Mayor, City Manager, City Attorney, Finance Director and Chief of Police to sign the document.

REQUESTED COUNCIL ACTION

Allow the Roseville Police Department to accept the terms of the Agreement and authorize the Mayor, City Manager, City Attorney, Finance Director and Chief of Police to sign the document.

Prepared by: Chief Erika Scheider
Attachment: 2023 Ramsey County VCET JPA

**SIXTH 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, and the City of Mounds View (hereinafter collectively referred to as “the Parties” or “members”). This Agreement is entered into pursuant to Minnesota Statutes § 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, and the City of Mounds View has the Mounds View 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 renewal 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 Sixth Amended JPA;

WHEREAS, The RCV CET was formed for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have the 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 “RCVCET”) 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 RCV CET throughout the term of the Agreement. The RCV CET 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 RCV CET is hereby established by the Parties. The RCV CET 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, and the City of Mounds View.

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, 2023, through December 31, 2023 (“Initial Term”), effective upon January 1, 2023 (“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 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 the RCV CET, excluding obligations for payment of claims as set forth in Section 7 of this Agreement, will be paid out of remaining RCV CET Funds and/or the proceeds of the sale of RCV CET-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 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 section 4.4.1, there remain any RCV CET funds or property owned by the RCV CET, all RCV CET funds, property owned by the RCV CET, or the proceeds of a sale of RCV CET property shall be distributed to the Agencies that are members of the RCV CET at the time of the expiration, dissolution, or termination and who have been members of the RCV CET 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 RCV CET shall be returned to the loaning Agency or Party.

5. State and Federal Assistance for Narcotics Control

Ramsey County, acting on behalf of RCV CET, 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. RCV CET Board

6.1 The governing body of the RCV CET shall be a Board of Directors ("RCV CET Board"), to be made up of the chief law enforcement officer or designee from each of the Agencies; one representative from the RCAO; and up to three additional members selected by the governing body. All Directors shall serve at the pleasure of their appointing authorities. The RCV CET 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 RCV CET Board and the Commander.

- 6.2 Directors shall not be deemed employees of the RCV CET and shall receive no compensation from the RCV CET for serving as directors.
- 6.3 The RCV CET Board has final administration and policy decision-making authority for the RCV CET, including development of a strategic enforcement plan. Decisions shall be made by a majority of the RCV CET Board.
- 6.4 The RCV CET Board shall meet quarterly to evaluate the progress of the RCV CET. The RCV CET Board shall maintain financial and other records of RCV CET activities. A special meeting may be called by any Director, or by the RCV CET Commander.
- 6.5 The RCV CET 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 RCV CET is organized as described in Section 1 of this Agreement and consistent with the powers of the RCV CET Board.
- 6.6 The RCV CET Board will develop and approve RCV CET priorities, a RCV CET budget, and RCV CET operational policies and procedures.
- 6.7 The RCV CET Board shall cooperate with other federal, state, and local law enforcement agencies when appropriate and necessary to accomplish the purpose for which the RCV CET is organized.
- 6.8 The RCV CET Board, through the Fiscal Agent, shall make the RCV CET books, reports, and records open to inspection by the Agencies at all reasonable times.
- 6.9 The RCV CET Board has sole authority to incur obligations and approve contracts and take final action on behalf of the RCV CET.
- 6.10 The RCV CET 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 RCV CET Funds available.
- 6.11 The RCV CET Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the RCV CET.
- 6.12 The RCV CET Board shall arrange an audit annually of all the RCV CET's financial accounts, the cost of which will be paid out of state funds.

7. Insurance and Indemnification

7.1 The RCV CET 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 RCV CET, 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 RCV CET Funds. The cost of any other insurance shall be paid in a manner to be determined by the RCV CET Board.

7.2 The RCV CET 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 RCV CET Board in carrying out the terms of this Agreement.

7.3 For liability not covered by insurance, the Parties and the RCV CET 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 RCV CET 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. RCV CET Operations

8.1 The RCV CET 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 is 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 RCV CET shall be under the direction of the RCV CET Commander, selected by the RCV CET Board.

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

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

9. Finances

9.1 RCV CET 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 RCV CET drug forfeiture funds (“RCV CET Funds”).

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

9.3 Ramsey County, as Fiscal Agent, is authorized to receive all RCV CET 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 RCV CET 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 RCV CET Funds handled by the Fiscal Agent shall be deposited into a separate RCV CET account at the County’s depository bank.

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

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

9.5 As Fiscal Agent, the Ramsey County Sheriff’s Office shall be responsible for daily monitoring and maintenance of RCV CET financial matters and shall make and submit to the RCV CET Board a quarterly report of the budget status of the RCV CET 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 RCV CET Commander. If the matter is not resolved to the satisfaction of the Member, the Commander shall present the issue to the RCV CET Board for resolution. Any issues raised by the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of the Fiscal Agent, the Commander shall present the issue to the RCV CET 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 RCV CET. The County is not responsible for cash shortfalls due to funding shortfalls of the RCV CET.

10. Vehicles

The Parties may use a Ramsey County vehicle for RCV CET 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. RCV CET Personnel

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

11.2 All personnel assigned to the RCV CET (“RCV CET 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 RCV CET 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 RCV CET. 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 RCV CET 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 RCV CET 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 RCV CET Board. The RCV CET Commander, or designee, shall refer disciplinary matters involving RCV CET Personnel to the person’s originating Agency for investigation and disposition unless, based on the judgment of the RCV CET 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 RCV CET Commander, RCV CET 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. RCV CET Personnel may also assist other law enforcement agencies in surveillance and undercover operations. RCV CET Personnel will work

cooperatively with assisting agencies. RCV CET 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 RCV CET activities.

12. Advisor
The Ramsey County Attorney shall designate an Assistant Ramsey County Attorney to provide civil legal advice to the RCV CET Board as, and if, required.
13. Location
RCV CET 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 RCV CET case forfeitures shall be turned over to the Fiscal Agent to be used to support the efforts of the RCV CET according to the RCV CET Grant requirements. The use and disbursement of these proceeds must be approved by the RCV CET Board.
15. New Members
A governmental unit may become an additional member of the RCV CET upon approval by the RCV CET Board. Any governmental unit that applies to become a member must agree to assign at least one officer to the RCV CET. 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, and July 16, 2018.

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.

RAMSEY COUNTY

Trista Matascastillo, Chair
Ramsey County Board of Commissioners

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Bob Fletcher, Ramsey County Sheriff

Approved as to form:

Assistant County Attorney

CITY OF MAPLEWOOD

By: _____
Marylee Abrams, Mayor

Date: _____

By: _____
Melinda Coleman, City Manager

Date: _____

Approval recommended:

Brian Bierdeman, Director
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: _____
Melvin Carter, Mayor

Date: _____

Approval recommended:

Jeremy Ellison, Interim Police Chief
Saint Paul Police Department

Approved as to form:

Saint Paul City Attorney

Financial Services Director

CITY OF WHITE BEAR LAKE

By: _____
Dan Louismet, Mayor

Date: _____

By: _____
Lindy Crawford, City Manager

Date: _____

Approval recommended:

Julie Swanson, Police Chief
White Bear Lake Police Department

Approved as to form:

City Attorney

Financial Services Director

CITY OF MOUNDS VIEW

By: _____
Carol A. Mueller, Mayor

Date: _____

By: _____
Nyle Zikmund, City Administrator

Date: _____

Approval recommended:

Nathan Harder, Police Chief
Mounds View Police Department

Approved as to form:

City Attorney

Financial Services Director