

EXHIBIT A

**JOINT POWERS AGREEMENT TO PROVIDE
GANG TASK FORCE OFFICER STAFFING AND SUPPORT**

WHEREAS, Minn. Stat. 412.221, Subd. 32, empowers a city to prevent crime and to provide for the protection of property and the promotion of health, safety, order and convenience; and

WHEREAS, Minn. Stat. 471.59 provides that cities may jointly exercise any power common to each or any similar powers,

NOW, THEREFORE, BE IT RESOLVED by the city councils of the cities of Sartell, Waite Park, St. Joseph and Sauk Rapids hereinafter called "the Cities" each of whom will be considered a Party to this Agreement, as follows:

I Purpose

The purpose of this Agreement is to provide a mechanism through which the Cities can provide a police officer to assist the Central Minnesota Violent Offender Task Force (CMVOTF), or similar entity. The CMVOTF will bring together officers from the St. Cloud metropolitan area to focus on organized gangs, their activities and the crimes related to that activity.

Further, the Cities recognize that criminal activity in one city has an impact on the other cities, and that a joint, cooperative effort by the member law enforcement agencies contributes to more efficient and effective use of resources, including sharing information, intelligence, data and skilled officers, and thereby leads to earlier detection and solution of gang related crimes.

Definitions

"Sending city" means the law enforcement agency of a Party to this Agreement which sends any employee thereof to the CMVOTF for service as a member of the gang unit.

HI. Non Waiver of Immunities

The joining of the Parties in this joint powers agreement shall not waive any immunities that the Parties may enjoy under statute or common law, nor shall the joinder of the Parties constitute a "stacking" of any insurance each Party carries for their own benefit and/or that of its agents and employees.

IV. Gang Task Force Officers

The intent of this Agreement is to provide one police officer from the four participating Cities to the CMVOTF to support the efforts of the unit, Officers from any of the Cities can apply when a vacancy arises. The Chief of Police in each city will provide reasonable notice to their officers of the vacancy. The Chiefs of each of the Cities will meet to consider all candidates and will recommend the candidate whom they determine to be most qualified to the CMVOTF Board of Directors. The recommended candidate must be acceptable to the CMVOTF Board of Directors.

Upon termination of the gang task force assignment, when the officer assigned by the sending city returns to that city it may have a negative impact on that city's workforce. The sending city may not have a vacancy and may have to lay off the least senior member of the department. Upon such an occurrence the Cities will make an effort to give that officer preference in hiring if a vacancy occurs in their respective departments based on each city's hiring process.

V. Cost Sharing

The Cities will share the costs associated with providing and supporting the officer assigned to the CMVOTF to the extent those costs are not covered by the proceeds of any grant received by the CMVOTF in support of the gang officer.

On January 1st of each year, distribution of costs will be calculated under a formula that adds each city's percent of the population as specified by the Minnesota State Demographer's Office most recent population estimate (usually June of each year) for the four cities to each city's percent of prior year net tax capacity within the four cities and divides that number by two. The determined percentage is then applied to the total costs not covered by grants.

Example for 2017:

2017 FORMULA

	Sartell	Sauk Rapids	Waite Park	St. Joseph	Total
Population 2016 (June Estimate)	16,949	13,307	7,473	6,805	44,534
Population Percentage	38.06%	29.88%	16.78%	15.28%	100.00%
Net Tax Capacity (2016)	13,759,945	7,366,200	9,821,367	3,342,661	34,290,173

NTC Percentage	40.13%	21.48%	28.64%	9.75%	100.00%
Distribution: 50% Population 50% NTC	39.09%	25.68%	22.71%	12.51%	100.00%

NOTE: Will update the June 2016 population when we get them in a couple of month.

Costs for purposes of this Agreement include the actual costs for the assigned officer from the sending city. Cost includes but is not limited to wages, PERA contribution, Medicare, cost of providing city benefits, costs associated with hiring and testing for a replacement officer in the sending city including medical, psychological, drug testing and costs associated with training. Replacement officer cost will also include equipment necessarily purchased to support the replacement officer. The determination of necessity and appropriate replacement cost will be determined by the Chiefs of Police of the Cities.

The Cities will also share the costs associated with the ongoing support of the officer assigned to the CMVOTF by the sending city. These costs include, but are not limited to a \$10,000 overtime fund and radio equipment. The determination of appropriate ongoing costs will be determined by the Chiefs of Police of the Cities.

The sending city will provide an officer that is already equipped according to the standards of the sending city. The sending city's share of the costs associated with providing and supporting the officer assigned to the CMVOTF will be credited with the resale value of that equipment at the time of the assignment. The determination of the resale value will be made by the Chiefs of Police of the Cities.

The sending city will make the initial payment of all costs associated with their officer subject to reimbursement by the Cities in accordance with this Agreement. Each city's share of the actual costs will be billed by the sending city on a quarterly basis. Quarterly billings will include an itemized accounting of the costs incurred.

VI. Jurisdictional Authority of Gang Task Force Officers

The Cities mutually agree and understand that the officer assigned by the sending city will perform their duties in multiple jurisdictions participating in the CMVOTF. The Cities authorize the assigned officers to exercise their police powers within the CMVOTF jurisdictions. It is anticipated that the sheriff of each county that is a member of the CMVOTF will appoint the assigned officer as a special deputy sheriff. The special deputies will serve without additional compensation from the CMVOTF, but will be compensated only by the sending city. The special deputies will serve at the pleasure of the appointing sheriff. Additionally, Minn. Stat. 471.59, Subd. 12 provides that officers

authorized by agreement to jointly exercise police powers have the full and complete authority of a peace officer as though appointed by each of the participating governmental units.

VH. Command

While assigned to the CMVOTF the officer will be -under the command of the CMVOTF supervisor. Officer's investigation reports will be submitted to the CMVOTF supervisor.

VIII. Officer's Expenses

The sending city will be responsible for the usual and customary expenses of the officer assigned to the CMVOTF subject to reimbursement for equipment as provided in this Agreement.

IX. Reciprocal Defense and Indemnification

The intent of the indemnification requirement of this section is to impose on the sending city a limited duty to defend and indemnify any of the Cities for claims arising by reason of the assignment of the sending city's officer to the CMVOTF subject to the limits of the liability under Minnesota Statutes, Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of liability claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The sending city agrees to indemnify and defend against any claims brought or actions filed against the Cities or any officers, employees or volunteers of the Cities for injury or death to any third person or persons, or damage to the property of third persons, arising out of the performance and provision of duties by the officer assigned by the sending city pursuant to this Agreement.

Under no circumstances will any of the Cities be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to only one Party. The limits of liability for some or all Cities may not be added together to determine the maximum amount of liability for any Party.

X. Responsibility for Equipment

Damages to or loss of equipment provided to its officer by the sending city will be reimbursed to the sending city by Cities using the percentage determined under article V relating to cost sharing.

XI. Workers Compensation

Each city will be responsible for injuries or death of its own personnel. Each city will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each city waives the right to sue any other party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

XII. No Joint Entity or Partnership

This Agreement does not intend, nor does it create, any joint entity or partnerships between the Cities.

XIII. Duration

This Agreement will be effective on the date it is last executed by the Cities and will continue until December 31, 2020 unless terminated as provided herein.

XIV. Withdrawal

Any Party may withdraw from this Agreement, by resolution of its city council, by providing written notice to the other Parties by August 1st on any year during the term of this Agreement. The withdrawal will be effective December 31st following the notice.

XV. Termination

This Agreement will terminate when fewer than two Parties wish to continue to participate in this Agreement.

XVI. Distribution of Property on Withdrawal or Termination

A. Withdrawal. In the event of withdrawal from this Agreement by a Party, cash deposited by the Party with the sending city will be retained by the sending city.

B. Termination. Upon complete termination of this Agreement by all Cities surplus monies will be returned to the Parties in proportion to contributions of the parties. Liabilities shall be distributed in the same manner.

CITY OF SARTELL, MINNESOTA

By: *Judith Kroll* DATE: 08/08/16

Title: Mayor

By: *Mary Desjovanni*

Title: City Administrator

CITY OF ST. JOSEPH, MINNESOTA

By: _____ DATE: _____

Title: _____

By: _____

Title: _____

CITY OF WAITE PARK, MINNESOTA

By: *R. B. M. K.* DATE: _____

Title: MAYOR

By: *Suzanna Johnson*

Title: City Administrator - Clerk - Treasurer

CITY OF SAUK RAPIDS, MINNESOTA

By: *[Signature]* DATE: 7-25-16

Title: MAYOR

By: *[Signature]*

Title: CITY ADMINISTRATOR