

copy

JOINT POWERS AGREEMENT: Attachment (a)

THIS AGREEMENT, made and entered into the this 7th day of May, 1996, by and between the County of Dodge, County of Fillmore, County of Freeborn, City of Albert Lea, County of Goodhue, City of Red Wing, County of Houston, County of Mower, City of Austin, County of Olmsted, City of Rochester, County of Rice, City of Faribault, City of Northfield, County of Steele, City of Owatonna, County of Wabasha, County of Waseca, County of Winona, City of Winona.

WHEREAS, Minnesota Statute 471.59 allows cities and counties to jointly exercise powers common to each or any similar powers:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

PURPOSE:

The purpose of this Agreement is to permit the parties to the Agreement to share the services of licensed law enforcement officers, resources, and equipment in order for the counties and cities above-named or task forces created within sub-groups of the above-named to operate more effectively with regard to the investigation of burglary, theft, narcotics, dealing in stolen property, and crimes of violence.

The parties agree to the creation of a Board of Directors made up of representatives selected from the Sheriffs and Chiefs of Police of the parties. The Board of Directors will be responsible for the administration of this Agreement and shall recommend preparation and approval of such supplemental agreements as may be necessary to carry out the goals of this Agreement.

Each party hereby agrees to allow a licensed law enforcement officer or officers employed by said party who are designated by its Chief of Police or Sheriff, as the case may be, to work as peace officers within the jurisdictional boundaries of one or more of the other parties.

Each party further agrees to allow a licensed law enforcement officer or officers employed by other parties to this Agreement to work as peace officers within its jurisdictional boundaries subject to the authority of the Chief of Police or Sheriff of that jurisdiction in which officers are operating, or the Task Force Coordinator of the individual investigation, as the case may be.

Each party hereby delegates to its respective Sheriff or Chief of Police the authority to assign a licensed law enforcement officer or officers and allocate resources and equipment necessary to achieve the purposes of this Agreement, including the authority to designate which licensed law enforcement officer or officers will work within the jurisdictional boundaries of the other parties.

Each party is responsible for paying the salary and benefits of any licensed law enforcement officer employed by that party while said officer is working in the jurisdiction of another party pursuant to this Agreement. Expenses incurred by a law enforcement officer while working in another jurisdiction shall be paid by the jurisdiction in which the law enforcement officer is actually working pursuant to this Agreement.

A law enforcement officer assigned to work within the jurisdiction of another party shall be deemed to be continuing under the employment of his or her respective law enforcement agency for the purpose of identification of the participating jurisdiction with regard to any loss, damage, or liability arising out of the services or activities provided under this Agreement.

A law enforcement officer assigned to work in the jurisdiction of another party shall remain the employee of the originating department with regard to any worker's compensation claim arising out of an assignment pursuant to this Agreement.

A jurisdiction providing a motor vehicle for use pursuant to this Agreement shall be responsible for providing liability insurance coverage for the specific vehicle.

The implementation of this Agreement will involve the use of public funds. Each party hereby authorizes its Chief of Police or Sheriff to expend funds as may be allowed by law. Each party further makes its Chief of Police or Sheriff strictly accountable for all funds and requires said Chief of Police or Sheriff to report to all the parties hereto all receipts and disbursements involved in the implementation of this Agreement. The reporting period shall be based upon a calendar year. A contract let or purchase made shall conform to the requirements of Minnesota Statute 471.345.

In the event that any property is purchased by any of the parties for the benefit of and use by the parties to this Agreement, such property will be the joint property of said parties, and upon, but not limited to, the termination of this Agreement will be disposed of by agreement of the parties. Any remaining funds will be returned to the parties in proportion to the amount of contribution of each party.

Authority is vested in the Board of Directors established by this Agreement to apply for and expend monies that may, from time to time, become available from various sources for the pursuit of the objectives of this Agreement. In the event a local governmental body is required to administer or sponsor such monies, the Advisory Board will select the administrator for such monies, the Advisory Board will select the administrator for such monies, and that governmental body will be compensated from such funds for the costs of such service.

This Agreement shall become effective when approved by the governing body and executed by the appropriate officials of each party. The Agreement shall be deemed effective by and between any and all parties who execute the Agreement as of the date of signature of the appropriate officials of each party.

The duration of this Agreement is indefinite and may be terminated by any party upon sixty (60) days written notice to all other parties.

APPROVED AND ADOPTED by the parties as follows:

For the County of Dodge, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the County of Fillmore, Minnesota, this 16th day of April, 1996.

Donald J. Boyer
Chairperson of the County Board

Attest:

Its _____

For the County of Freeborn, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the City of Albert Lea, Minnesota, this _____ day of _____, 1996.

Mayor

Attest:

Its _____

For the County of Mower, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the County of Steele, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the City of Owatonna, Minnesota, this _____ day of _____, 1996.

Mayor

Attest:

Candy Kay Sherrin

Its *Acting City Clerk*

For the City of Rochester, Minnesota, this 3RD day of APRIL, 1996.

Charles G. Confield

Mayor

Attest:

Its _____

For the County of Rice, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the City of Faribault, Minnesota, this _____ day of _____, 1996.

Mayor

Attest:

Its _____

For the City of Winona, Minnesota, this _____ day of _____, 1996.

Mayor

Attest:

Its _____

For the City of Waseca, Minnesota, this _____ day of _____, 1996.

Mayor

Attest:

Its _____

For the County of Wabasha, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the County of Waseca, Minnesota, this _____ day of _____, 1996.

Chairperson of the County Board

Attest:

Its _____

For the County of Winona, Minnesota, this 7th day of May, 1996.

J. DeLano

Chairperson of the County Board

Attest:

Patricia Blawdell

Its County Coordinator

Approved as to form this 19th day of April, 1996.

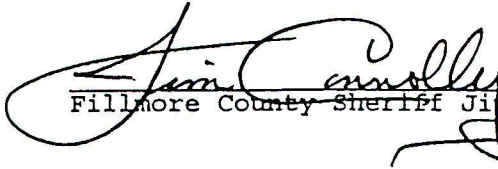
Julius E. Gerns

Winona County Attorney

Approved as to execution this _____ day of _____, 1996.

Winona County Attorney

ENDORSEMENT


Fillmore County Sheriff Jim Connolly


Rochester Police Chief Patrick Farrell

Winona Police Chief Frank Pomeroy


Olmsted County Sheriff Steven Borchardt

Goodhue County Sheriff Forest Wipperling

Red Wing Police Chief Ed Krause

Mower County Sheriff Barry Simonson

Wabasha County Sheriff Rod Adams

Albert Lea Police Chief Thomas Menning

Owatonna Police Chief Roger Brown

Rice County Sheriff Dave Schweisthal

Faribault Police Chief Harry Algyer

Houston County Sheriff Michael Lee


Winona County Sheriff Richard Johnson

Waseca County Sheriff Edward Kubat

Austin Police Chief Paul Philipp

Steele County Sheriff William Hildebrand

Dodge County Sheriff Bill Weber

Northfield Police Chief Ronald Pieri

Freeborn County Sheriff Don Nolander