

**JAMES VALLEY MULTI-JURISDICTIONAL DRUG TASK FORCE
JOINT POWERS AGREEMENT**

AGREEMENT made between the following:

1. The County of Aurora, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
2. The County of Davison, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
3. The County of Hanson, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
4. The County of Sanborn, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
5. The City of Mitchell, acting by and through its duly elected and authorized Mayor and its duly appointed Chief of Public Safety; and that all of the above enumerated entities listed in item one through four (1-4) shall hereinafter be referred to as Parties.

RECITALS

WHEREAS, SDCL 1-24-2 et seq. authorizes any county, municipality or other public agency of the State of South Dakota to jointly exercise and enjoy powers, privileges or authority; and,

WHEREAS, SDCL 34-20B-58 et seq. authorizes the several counties and municipalities of the State to establish funds and make appropriations and expend such funds confidentially for the purpose of making purchases and acquisitions of drugs and substances which are illegal, when such purchases are necessary to obtaining drug convictions; and,

WHEREAS, the sale and distribution of illicit drugs within the James Valley Multi-Jurisdictional Drug Task Force's (hereinafter Task Force) geographical area has spread beyond county lines and has become a regional concern; and,

WHEREAS the parties to this AGREEMENT have met to determine how best to stop the increased sale and distribution of illicit drugs; and,

WHEREAS, the Attorney's General's Task Force on Drugs is required by law to initiate asset and conveyance forfeitures under SDCL 34-20B; and,

WHEREAS, it is the consensus of opinion of the Parties hereto that current drug enforcement is too localized, fragmented and understaffed, resulting in piecemeal investigations and prosecution; and,

WHEREAS, the Parties agree that there is a need for a more regionalized concept for drug enforcement, to include, but not limited to, one central reporting and drug enforcement information system and at least one full time Special Drug Investigator employed by the Mitchell Police Division operating primarily within the geographical area of the Multi-Jurisdictional Drug Task Force; and the assistance of the Division of Criminal Investigation and,

WHEREAS, each governing body has reviewed and approved this Agreement and has designated its governing body representative to execute this Agreement herein referred to as the Task Force Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations herein contained, and in consideration of the participation in the benefits to be derived from the Task Force Agreement, the Parties hereto agree as follows:

PURPOSES AND OBJECTIVES

1. The aforementioned Parties, having organized Sheriff's Offices and Police Departments, hereby enter into this Agreement to create the JAMES VALLEY DRUG TASK FORCE for the purpose of combining and coordinating their law enforcement investigative services to do the following:
 - a. Establish a regional unit to accept, catalog, file and collect information concerning the use, sale and distribution of illicit drugs, marijuana, and controlled substances, which information will be shared with and by the Criminal Statistics Analysis Center, South Dakota Office of Attorney General.
 - b. Arrange for the exchange of information between City, County, State and Federal law enforcement agencies concerning the use, sale and trafficking of illicit drugs, marijuana, and controlled substances.
 - c. To employ at least one full time Special Drug Investigator who is employed by the Mitchell Police Division and who shall be cross-deputized as a law enforcement officer for each jurisdiction within the Task Force, and pay for the expenses as determined by the Board of Directors (Drug

Advisory Board) for the purpose of providing drug-related investigative assistance to local law enforcement agencies within the Task Force.

- d. Enhance the investigation, prosecution, and conviction of multi-jurisdiction illicit drug, marijuana, and controlled substances conspiracies and conspirators.
- e. Reduce the number of fractional and duplicative investigations and prosecutions.
- f. Increase the use of civil remedies to recover assets traceable to criminal activity.

BOARD OF DIRECTORS (DRUG ADVISORY BOARD)

A. Composition.

1. The Board of Directors for the James Valley Drug Task Force shall consist of at least five (5) members consisting of the following:

- a. The duly elected or appointed Sheriff from each participating county, or their authorized representative.
- b. The Chief of Public Safety from the City of Mitchell, or their authorized representative.

Plus three ex-officio members:

- c. One (1) representative from the South Dakota Division of Criminal Investigation. Ex-officio.
- d. One (1) representative from the South Dakota Highway Patrol. Ex-officio.
- e. The Project Coordinator. Ex-officio.

B. General Powers.

1. The Board of Directors may:

- a. Adopt, amend and repeal bylaws, rules and regulations consistent with South Dakota law.
- b. Maintain an office at such place or places within the State as it may designate.

- c. Make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers.
- d. Receive and accept from any source aid or contributions of moneys, property, labor, or other things of value to be held, used and applied to carry out the mission of the Task Force.
- e. Cooperate with and exchange services, personnel and information with any Federal, State, or Local government agency.
- f. Do any act necessary or convenient to carry out the purposes of this Agreement.

C. Duties and Functions.

1. Functions of the Board of Directors of the Task Force:

- a. The Coordinator, who shall be a law enforcement officer, elected from the Board membership shall preside at the Board of Director meetings.
- b. The Coordinator shall file with the Chief Executive Officer of each participating governing body an annual written report setting forth necessary information to satisfy South Dakota law concerning the accounting of funds. In addition, the Coordinator shall report on the operations and activities to the extent he can do so. In making reports to the governing bodies he shall take proper precautions to maintain security and protect confidential information and sources.
- c. The Coordinator shall act as the immediate supervisor of the Special Drug Investigator(s) and any personnel assigned to the Task Force, and of the day-to-day activities of the overall project. The Coordinator may authorize expenditures up to \$1,500 for the routine operating expenses of the Task Force. The Coordinator shall report to the Board of Directors.
- d. Have the authority to appoint at least one (1) Special Drug Investigator for the purpose of providing drug-related investigative assistance to local law enforcement agencies within the geographical area of the Task Force to gather evidence of criminal violations of South Dakota laws relating to the production, use, possession and trafficking of illicit drugs, marijuana, and controlled substances, and investigation of related criminal activity.
- e. The agent that is appointed will be cross-deputized as a Drug Investigator(s) from each jurisdiction participating in the Task Force.

- f. Authorize the expenditures of funds to hire any other employees, which are necessary to fulfill the objectives of the Task Force. The Board of directors shall determine the salary of all employees and authorize expenditures for their expenses at State approved rates. Confidential Informants used by the Task Force shall not be subject to board approval, but shall be hired by the Coordinator.
- g. The agent appointed as Drug Investigator will remain a full-time employee with the City of Mitchell and shall receive all the benefits of a City of Mitchell Police Officer.

D. Voting Requirements.

- a. The Board shall hold at least two (2) regular meetings each year to review and oversee the operations and activities of the Task Force.
- b. A quorum of the members of the Board of Directors must be present to hold a meeting. Each member shall have one equal vote on all decisions put before the Board.
- c. All substantive policy decisions and fiscal authorizations of more than one thousand five hundred dollars (\$1,500.00) shall require approval of a majority of the members present.
- d. Special meetings may be called at the discretion of the Chairman, the Project Coordinator, or when requested by a majority of the membership.
- e. A two-thirds majority of the voting members of the Board of Directors must approve any amendment to the bylaws drafted by the participants. This Agreement may not be amended without the mutual consent of the Board.

FUNDING AND LIABILITY SHARING

- 1. Appropriations from the participating counties and municipalities and monies from the Attorney General's Task Force on drugs and other available sources shall finance the operation and activities of the Task Force. Each Party's share shall be based upon a reasonable formula as agreed upon by the Board of Directors of the Task Force.
 - A. The Parties based upon the pro rata formula agreed upon by the Board of Directors shall provide funds necessary to fulfill the purposes of this Agreement.

- B. Drug buy funds shall be deposited in a Federally insured institution within the State of South Dakota, in a separate account, and under no circumstances shall such funds be commingled with any other funds from any source. This account shall be separate from the account referred to in 1.A immediately above.
 - C. Asset forfeiture funds shared with the Drug Task Force shall be deposited in a Federally insured institution within the State of South Dakota. This account shall be separate from the accounts referred to in 1.B.
- 2. Any liability, occurring as a consequence of the activities of any employee hired by the Task Force, while operating within the scope of their assigned duties, over and above the sum covered by any insurance policy, shall be shared on a pro rata basis proportionate to the sum invested by each participating unit of local government. Nothing within this Agreement, however, is intended or shall be construed as a waiver of any Party's sovereign immunity.
 - 3. Property belonging to the Task Force may be assigned or checked out to various members of the Task Force. Any property that is checked out shall be insured by the member's employer. Any uninsured loss of property checked out to members, shall be the responsibility of the member's employer.

MISCELLANEOUS PROVISIONS

- 1. County and municipal law enforcement shall cooperate with the Special Drug Investigator position of the Mitchell Police Division in the following manner:
 - A. Whenever local law enforcement gathers information or evidence concerning the use, sale and distribution of illicit drugs, marijuana, and controlled substances, that information shall be promptly forwarded to the Task Force's Special Drug Investigator of the Mitchell Police Division to be cataloged and filed.
 - B. Execute and serve search warrants, arrest warrants, administrative inspection warrants, subpoenas and summons at no cost to the Task Force, seizures of property, cooperate and assist Special Drug Investigator of the Mitchell Police Division in ongoing investigations as might be requested.
- 2. Any motor vehicle, boat, aircraft, conveyance or asset which shall be seized by a participating law enforcement agency in connection with arrest of any individual as a result of a Task Force investigation in accordance with South Dakota law, shall become the property of the State of South Dakota for its use in drug related activities, at the discretion of the Attorney General.

3. All disputes between participating law enforcement agencies arising from the operations and activities of the Task Force shall be settled by the Board of Directors.
4. All news releases pertaining to drug arrests within the geographical area of the Task Force region shall be formulated by the Board of Directors and released by the Project Coordinator or designee of the Board of Directors.
5. This agreement shall begin on the 1st Day of April 2020 and continue for a period of one year. This agreement will be considered for approval by the members every year thereafter.

TERMINATION

1. Any Party desiring to terminate its participation in this Agreement shall indicate such intent in writing by its Chief Executive Officer or elected official to the Board of Directors, Attorney General, and other participating governing body's Task Force members. Termination of participation in the Agreement by such participant shall be deemed to be effective sixty (60) days after receipt of such notice. Individual Parties terminating the Agreement are not entitled to a refund of any monies paid into all bank accounts, however, all other assets accumulated by the Task Force shall be dispersed to the terminating member based upon the same pro-rata formula used for assessments.
2. This Agreement may be terminated and the Task Force dissolved upon majority vote of the Board. Upon termination **by all** of the participants, the Parties shall dispose of all property or assets remaining based upon the same pro rata formula used for assessments.

IN WITNESS WHEREOF, **we have set our hand and seal this** ____, **day of** __
_____, **2020** (*Complete date).

Chairperson, Aurora County
Board of Commissioners

Aurora County Sheriff

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Chairperson, Davison County
Board of Commissioners

Davison County Sheriff

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Chairperson, Hanson County
Board of Commissioners

Hanson County Sheriff

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Chairperson, Sanborn County
Board of Commissioners

Sanborn County Sheriff

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Mayor
City of Mitchell

Chief of Public Safety
City of Mitchell

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JVDTF joint powers agreement
01/18/18