

**UNIFIED NARCOTICS ENFORCEMENT TEAM
RAPID CITY, SOUTH DAKOTA
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is entered by and among the South Dakota Office of Attorney General, Division of Criminal Investigation, East Highway 34, C/O, , 500 East Capitol, Pierre, SD 57501-5070 (hereinafter identified as DCI), the City of Rapid City Police Department, 300 Kansas City Street, Rapid City, SD 57701-2890 (hereinafter identified as RCPD); and the County of Pennington Sheriff's Office, 300 Kansas City Street, Rapid City, SD 57701-2889 (hereinafter identified as PCSO); pursuant to the authority provided in SDCL chapter 1-24 (collectively referred to as the "law enforcement agencies").

I AUTHORITY

The law enforcement agencies jointly hold the police power authority under SDCL chapters 7-12, 9-29, 23-3, 34-20B and Title 23A and local ordinances to investigate and enforce state drug, marijuana and controlled substance laws, and to cooperate with all agencies charged with the enforcement of the laws of the United States, of this state, and other states relating to marijuana and controlled substances ("drugs").

II. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the participating law enforcement agencies as they relate to the continuing operation of the Unified Narcotics Enforcement Team, also known as "UNET," which the three entities have established. Working together, the participating law enforcement agencies will endeavor to effectively enforce the drug laws of the State of South Dakota and the United States of America. The law enforcement agencies participating in the Unified Narcotics Enforcement Team will target their investigations toward the investigation and apprehension of all levels of drug violators. Use of the Unified Narcotics Enforcement Team concept is intended to insure a well coordinated drug enforcement effort regionally, to maximize combined law enforcement resources and to increase the flow of drug related intelligence information between the various law enforcement agencies participating in the combined drug enforcement program.

III. MISSION

The mission of the Unified Narcotics Enforcement Team will be to investigate violations of the drug laws with the goal of significantly diminishing the manufacture, availability, use, sale and distribution of illegal drugs in Rapid City and Pennington County. As a secondary effort, the Unified Narcotics Enforcement Team may investigate crimes relating to, arising out of, caused by, or in any way connected with the use, sale or

distribution of illegal drugs. The ultimate goal will be accomplished by apprehending and convicting the responsible offenders in state and federal court.

IV. POLICY

For the purpose of Unified Narcotics Enforcement Team continuity and focus, officers assigned to the Unified Narcotics Enforcement Team will be managed and supervised on a day-to-day basis by the Special Agent Supervisor of the Rapid City DCI office (the "Supervisor").

V. SUPERVISION

The Supervisor will act as the daily coordinator of team officers assigned from RCPD and PCSO. The Supervisor will be assisted by a supervisor of the rank of sergeant or acting sergeant, provided by the RCPD or PCSO.

Duties of the Supervisor will include:

- 1) Directing officer assignments and manpower as necessary on a daily basis for given investigations.
- 2) Directing field operations.
- 3) Providing leadership and coordination of the Unified Narcotics Enforcement Team.
- 4) Strengthening communications and cooperation with other law enforcement entities in and outside of Pennington County
- 5) Effective training programs of participating personnel, the costs of which shall be absorbed by the agency employing the officer in question, who must have prior approval from his employer.
- 6) Liaison with RCPD Captain of Criminal Investigation Division and PCSO Chief Deputy concerning significant case developments, overtime, disciplinary problems and other performance.

VI. PERSONNEL

- 1) Each participating agency is solely responsible for its respective personnel, including, but not limited to, salaries, benefits, overtime and discipline, in accordance with federal and state law, local ordinances and agency policy.
- 2) Each participating agency of the Unified Narcotics Enforcement Team shall be solely responsible for the acts of its participating law enforcement officers and shall incur any liabilities arising out of the services and activities of those officers while participating in the Unified Narcotics Enforcement Team. Personnel assigned to the Unified Narcotics Enforcement Team shall be deemed to be continuing under the employment of their respective agencies and shall have the same duties, powers, privileges, responsibilities, immunities and jurisdictions as conferred upon them as officers of their own jurisdiction.

- 3) Temporary recall of personnel and/or equipment by a participating agency will be coordinated with the Supervisor.
- 4) A two-year or longer assignment of personnel is preferred.
- 5) All personnel assigned to the Unified Narcotics Enforcement Team shall be coordinated by the Supervisor or assistant supervisor in Rapid City and shall be subject to the directives of the Supervisor regardless of position or rank in their respective agencies.
- 6) All actions of a disciplinary nature concerning DCI agents, and officers from PCSO and RCPD will be handled by management from their respective agencies with input from the Drug Team supervisors.

VII. EQUIPMENT

All equipment, including vehicles, needed for the operation of the Unified Narcotics Enforcement Team is provided by the respective law enforcement agency. In the event of negligence by a Unified Narcotics Enforcement Team employee, the individual employee and/or agency may be responsible for repair or replacement of the equipment. Participating law enforcement agencies are expected to properly equip officers assigned to the Unified Narcotics Enforcement Team with equipment to complete effective investigations and safe enforcement operations.

VIII. OFFICES AND RENT

DCI will maintain office space in Rapid City to be utilized by the Unified Narcotics Enforcement Team. Rent and associated expenses for maintenance of the office will be shared by the participating law enforcement agencies as mutually agreed upon.

IX. REPORTS

Officers assigned to the Unified Narcotics Enforcement Team will follow the guidelines set forth in the Unified Narcotics Enforcement Team Case Reporting System established May 1, 2003.

Intelligence information will be submitted by Unified Narcotics Enforcement Team officers through the State LEIN Program.

X. MEDIA

All media releases concerning arrests and investigations conducted by the Unified Narcotics Enforcement Team may be conducted jointly by all participating law enforcement agencies or specifically through the Unified Narcotics Enforcement Team, with prior notification given to the other participating entities.

XI. FUNDING

Unified Narcotics Enforcement Team operating expenses will be supplied by the DCI. This includes office rent, monthly utilities (to include electric, water and gas), teletype cost and related supplies, undercover telephone bill, miscellaneous supplies, including postage, batteries, film, cassette tapes, stationary, photocopies, etc.

Each of the participating law enforcement agencies will provide its own vehicles. Cell phone costs will be paid by each officer's respective agency. Office telephone/fax costs will be paid by respective agency per telephone line.

Any expenses not specifically covered by this Agreement that may arise in the future will be negotiated by the participating law enforcement agencies.

XII. PURCHASE OF EVIDENCE: PAYMENT OF INFORMANTS (BUY FUNDS)

DCI will supply buy funds ("buy fund") within existing DCI policy, for the purchase of evidence by members of the Unified Narcotics Enforcement Team. Officers assigned to the Unified Narcotics Enforcement Team will be required to obtain receipts for expenditures of all buy funds in accordance with DCI policy, as well as to submit monthly expenditure sheets to DCI outlining expenditure of State funds. Officers assigned to the Unified Narcotics Enforcement Team will also be subject to inspection and/or audit of their respective buy fund accounts and expenditures. Officers assigned to the Unified Narcotics Enforcement Team will adhere to the same reporting and policy requirements for the expenditure of buy funds as required by the DCI Policy Manual.

XIII. LABORATORY ANALYSIS

RCPD will supply analysis of all controlled substances and marijuana resulting from joint investigations conducted by the Unified Narcotics Enforcement Team. The analysis fee will be paid by the Rapid City Police Department. Analysis fees resulting from investigations not conducted by the Unified Narcotics Enforcement Team will be incurred by the respective agencies. RCPD and its Evidence Section agree to accept and retain all evidence submitted by the Unified Narcotics Enforcement Team until an Order of Destruction or other legally authorized mechanism is obtained to remove or destroy evidence.

XIV. FORFEITURES

The Director of DCI will manage all conveyances seized as a result of violations of drug laws. Such conveyances will be placed into law enforcement service or will be sold with the proceeds being delivered to the State Drug Buy Fund. Cash seizures of less than \$10,000 involving the Unified Narcotics Enforcement Team will be delivered to the State Drug Buy Fund. Cash seizures over \$10,000 may be divided after legal resolution, between the participating agencies as agreed upon on a case by case basis, with consideration given to the level of each agency's involvement and the needs of the buy

fund. Federal real estate seizures will be shared as per US Department of Justice, DEA and the US Attorney's Office guidelines. All seizures will be adjudicated in state court through the Office of the Attorney General unless otherwise agreed upon by all participating agencies.

XV. TERM OF AGREEMENT

Terms of this Agreement shall be ongoing from the date of all signatures. This Agreement may be terminated by any party by notice in writing to the other agencies thirty days prior thereto. The Unified Narcotics Enforcement Team will only be responsible for financial obligations incurred by participating agencies during the term of this Agreement. No agency may incur expenses or obligations for the Unified Narcotics Enforcement Team unless agreed by all in writing or per this Agreement.

XVI. FUNDING REQUIRMENT

Notwithstanding any other provision, this Agreement depends upon continued availability of appropriated funds and expenditure authority from the Legislature and the local governing bodies for the purposes contemplated herein.

1) This Agreement will be terminated if the Legislature fails to appropriate funds or grant expenditure authority or if there is a lack of sufficient appropriated funds or lack of expenditure authority available to DCI to perform its obligations under this Agreement, whether due to lack of appropriations by the Legislature or otherwise. DCI will provide written notice of termination to the other agencies once the determination of funding insufficiency is made. Termination under this provision does not constitute a default or give rise to any claim against the notifying party.

2) RCPD or PCSO may withdraw from this Agreement if its governing body fails to budget funds, or grant expenditure if there is a lack of sufficient appropriated funds or lack of expenditure authority available for the agency to perform its obligations under this Agreement. The effected agency will provide written notice to the other parties once the determination of funding insufficiency is made and the termination of the Agreement will be effective December 31 of the year in which notice is given. Withdrawal under this provision does not constitute a default or give rise to any claim against the notifying party.

XVII. GENERAL PROVISIONS

1) This Agreement, or any part thereof, or benefits to be received hereunder, shall not be assigned, transferred or otherwise disposed of to any person, firm, corporation or other entity. This Agreement may not be modified or amended except in writing, which writing shall be expressly identified as part of this Agreement, and which writing shall be signed by the official who executed this Agreement or their authorized designees.

- 2) This Agreement shall be governed and construed in accordance with the laws of the State of South Dakota.
- 3) The participating law enforcement agencies declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by DCI, through the Director of the Division of Criminal Investigation, the RCPD, through the Chief of Police and PCSO, through the Sheriff or authorized designees as contemplated in SDCL 1-24-5.
- 4) This Agreement and the covenants herein contained shall inure to the benefit of and be obligatory upon the legal representatives, agents, employees, successors in interests and assigns to the respective parties hereto.
- 5) All notices or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the persons identified in subsection 3 of this section or such authorized designees as a party may from time to time designate in writing. Notices or communications to or between the participating law enforcement agencies shall be deemed to have been delivered when mailed by first class mail or, if personally delivered, when received by such party.
- 6) In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein.
- 7) All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- 8) This Agreement is intended to only to govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.
- 9) The participating law enforcement agencies acknowledge that a true and correct copy of this Agreement will be filed with the Office of Attorney General and the Legislative Research Council within 14 days of its final execution pursuant to SDCL 1-24-6.1.

10) By the signature of their representative below, each agency certifies that approval of this agreement by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representative is authorized to sign on the party's behalf. A copy of each authorizing resolution or ordinance is attached to this Agreement and incorporated herein by reference.


IN WITNESS WHEREOF, the parties signify their agreement by signatures affixed below:



Steve Allender, Chief of Police
Rapid City Police Department

2-5-08

Date



Don Holloway, Sheriff
Pennington County Sheriff's Office

2-5-2008

Date

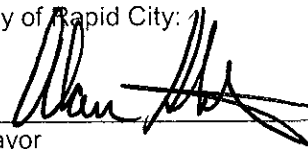
James C. Vlahakis, Director
Division of Criminal Investigation

Date

Approved:

Lawrence E. Long
South Dakota Attorney General

Date

City of Rapid City:


Mayor

Attest:

Finance Officer

(SEAL)