

**JOINT POWERS AGREEMENT BETWEEN
RAVENNA TOWNSHIP AND THE COUNTY OF DAKOTA
FOR ENFORCEMENT OF LOCAL ORDINANCES**

This Agreement is entered into by Ravenna Township ("Township") and the County of Dakota ("County") pursuant to the authority contained in Minn. Stat. §§ 436.05 and 471.59.

1. Purpose. The purpose of this Agreement is to enable Township to secure the services of the Dakota County Sheriff in connection with the enforcement of local ordinances adopted by Township. It is not the purpose of this Agreement to provide for or address in any way the enforcement of the criminal laws of the State of Minnesota within the boundaries of Township by the Dakota County Sheriff.
2. Services Provided by Dakota County Sheriff.
 - A. Upon request of Township, the Dakota County Sheriff ("Sheriff") will investigate alleged or potential violations of the local ordinances enacted by Township for which a misdemeanor penalty may be imposed and which are listed on Exhibit B. The Sheriff shall have no responsibility to investigate alleged or potential violations for which the ordinance provides only civil remedies.
 - B. The Sheriff shall retain sole discretion to determine the scope and timing of any investigation conducted pursuant to this Agreement.
 - C. The Sheriff shall retain sole discretion to decide whether to issue a misdemeanor citation.
 - D. If the Sheriff issues a misdemeanor citation, the Sheriff agrees to make his deputy or deputies available for testimony in any prosecution of a misdemeanor citation issued pursuant to this Agreement.
 - E. The Sheriff shall forward to the Township attorney all citations issued pursuant to this Agreement.
 - F. The Sheriff shall have no authority to enforce local ordinances with civil remedies.
3. Enforcement of State Criminal Laws. This Agreement is not intended to have any effect upon the enforcement of state criminal laws by the Dakota County Sheriff within the boundaries of Township. The Dakota County Sheriff will continue to enforce the State criminal laws within the boundaries of Township at no cost to Township and will continue to refer all such matters to the Dakota County Attorney for prosecution.
4. Responsibilities of Township.
 - A. Township shall have sole responsibility for establishing procedures for referring alleged or potential violations of the Township ordinances listed in Exhibit B.
 - B. Township shall have sole responsibility for prosecution of any misdemeanor citations issued by the Sheriff pursuant to this Agreement. The Dakota County Attorney shall have no responsibility for undertaking such prosecutions.
 - C. Township shall provide the Dakota County Sheriff with copies of the Township ordinances listed in Exhibit B, in an electronic format if possible. Township shall provide the Dakota County Sheriff with any amendments to the ordinances immediately upon their effective date.

- D. Township shall provide and update the Dakota County Sheriff with contact information for the Township attorney.
5. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing Township as an agent, representative or employee of the County in the performance of this Agreement. Officials and employees of Township shall not be considered County employees for any purpose.
 6. Payment. Township agrees to pay the County for services provided pursuant to this Agreement. Township will pay the County for time spent providing services above and beyond any time spent by the Sheriff concurrently on the normal patrol activity which the Sheriff performs in the course of enforcing the State criminal laws. Township will pay the County according to the schedule in Exhibit A. The County agrees to send an itemized bill on a monthly basis for services provided pursuant to this Agreement. Exhibit A may be amended by the County on January 1, 2014 and January 1, 2015, to reflect any increase in the County's cost to provide services pursuant to this Agreement. Notice of any cost increase shall be provided to the Township by November 1, immediately preceding January 1.
 7. Term. This Agreement shall be effective January 1, 2013, and upon the consent of the Sheriff, as evidenced by his signature. It shall remain in effect until December 31, 2015, unless earlier terminated pursuant to Paragraph 9.
 8. Withdrawal. Either party may withdraw from this Agreement upon thirty (30) days' written notice to the other party as provided in Paragraph 11. Withdrawal by either party shall not act to discharge any liability incurred or chargeable to the withdrawing party before the effective date of the withdrawal.
 9. Termination. This Agreement shall terminate upon the occurrence of the earliest of any of the following events:
 - a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
 - b. When either Township or the County withdraws pursuant to Paragraph 8.
 - c. Sixty (60) days following the occurrence of a vacancy in the Office of the Dakota County Sheriff, unless the vacancy shall be filled and the new incumbent Sheriff shall have consented in writing to continue providing services pursuant to this Agreement.
 10. Liability. To the fullest extent allowed by law, Township shall bear all loss, expenses (including attorney fees), and damages in connection with the enforcement of local ordinances pursuant to this Agreement and agrees to defend, indemnify and hold harmless the County, its elected officials, its agents and employees from all claims, demands and judgments arising out of or by reason of the enforcement of local ordinances pursuant to this Agreement.

Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of either party's statutory or common law immunities or limitations on liability, including, but not limited to, Minn. Stat. Ch. 466.

11. Notices. For purposes of delivery of any notice to either party hereunder, the notice shall be effective if delivered in writing to:

County of Dakota:

County Administrator
 Dakota County Administration Center
 1590 Highway 55
 Hastings, MN 55033

Dakota County Sheriff
Dakota County Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Township:

Michael Waxon, Town Board Chair
Ravenna Township
20425 Red Wing Boulevard
Hastings, MN 55033

12. Amendments. This Agreement may be amended only in writing and upon consent of the governing body of Township and the Dakota County Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By _____
Chair
Dakota County Board of Commissioners
Date of Signature _____

Attest: _____
Kelly D. Olson, Clerk to the Board
Date of Signature _____

RAVENNA TOWNSHIP

By  _____
Michael Waxon, Town Board Chair
Date of Signature 12-13-2012

CONSENT OF DAKOTA COUNTY SHERIFF

Dave Bellows, Sheriff
Date of Signature _____

K12-319 Ravenna Township JPA to enforce ordinances(11-26-12)

EXHIBIT A

Investigation Services	\$65.00/hour
Court Preparation and Time	\$45.00/hour

EXHIBIT B

Ordinance 01-2010 amended 2011:

- Section 101.3 Prohibited Uses paragraphs 1-3
- Section 700 Refuse
- Section 900 Miscellaneous
- Section 903 Nuisances to Public Health
- Section 904 Nuisances to Peace & Safety
- Section 906 Keeping of Dogs
- Section 907 Pets
- Section 908 Wild Animals