



Board of County Commissioners Agenda Request

2L
Agenda Item #

Requested Meeting Date: February 11, 2025

Title of Item: Cannabis Licensing Joint Powers Agreement with Kimberly Township

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Jessica Seibert		Department: Administration
Presenter (Name and Title): n/a		Estimated Time Needed: n/a
Summary of Issue: Please see the attached Joint Powers Agreement between Aitkin County and Kimberly Township.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Joint Powers Agreement between the Aitkin County and Kimberly Township.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF AITKIN AND [INSERT CITY OR TOWN]
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Aitkin and the ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minn. Stat. § 471.59.

The County of Aitkin and the ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} agree that:

1. The County of Aitkin will act in place of the ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Aitkin is authorized to adopt, administer, and enforce within the jurisdictional limits of ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Aitkin is authorized and has the consent of the ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} to review and certify to the Office of Cannabis Management if the business applying for a license in ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} complies with local zoning ordinances and, if applicable, state fire and building codes. The ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} shall provide the County of Aitkin, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Aitkin shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Aitkin is authorized and has the consent of the ~~[INSERT CITY OR TOWN]~~ ^{Kimberly} to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Aitkin. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Aitkin will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of ~~[INSERT CITY OR TOWN]~~ ^{Kimberly}. Source of funds shall be through State grant funds, County cannabis aid funds, general revenue funds and the collection of fees and penalties as established by the County of Aitkin.

* Whenever it states insert township Kimberly Township applies.

6. The [INSERT NAME OF CITY OR TOWN] shall retain all authority granted to it under Minnesota Statutes Chapter 462. ***This is planning and zoning***
7. Any ordinance adopted by the County of Aitkin with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive; except for those municipalities which are expressly omitted from any ordinance adopted by the County of Aitkin. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
8. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Aitkin shall maintain all records, accounts and reports for the regulation and registration of cannabis.
9. The County of Aitkin shall account for any funds and the County of Aitkin shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Aitkin in the event this agreement is terminated.
10. Aitkin County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. [INSERT NAME OF CITY OR TOWN] shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Aitkin County shall become an employee of [INSERT NAME OF CITY OR TOWN], and no employee of [INSERT NAME OF CITY OR TOWN] shall become an employee of Aitkin County, by virtue of this agreement. *Kimberly*
11. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
12. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Aitkin and the [INSERT NAME OF CITY OR TOWN] by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Aitkin
Board Chair

Date

San Temte, Kimberly

[INSERT NAME OF CITY OR TOWN]
[Mayor or Town Board Chair]

12 Dec 2024

Date