



STATE OF MINNESOTA

HUMAN TRAFFICKING INVESTIGATORS TASK FORCE

JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), **and City of Marshall on behalf of its Police Department, 611 W Main St. Marshall, MN 56258** ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties".

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The Parties wish to work together to investigate and prosecute human trafficking, which includes sex and labor trafficking. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an Affiliate member.

Agreement

1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the MNHITF that will use a three-pronged approach to combat human trafficking, which includes sex and labor trafficking: **prevention, education, and enforcement**. The BCA will provide an Assistant Special Agent in Charge (ASAIC) who will serve as the Commander of the Task Force (Commander) and who reports to a Special Agent in Charge (SAIC). The Governmental Unit will provide to the Task Force an affiliate member(s) ("Members").

3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1** Members will investigate human trafficking crimes committed by organized groups or individuals, with a priority on minors being trafficked.
- 3.2** Members will participate in pro-active human trafficking operations and recover victims of human trafficking, having a priority focus on minors, with the goal of identifying their traffickers.
- 3.3** Members will follow state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures.
- 3.4** Members will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5** Members will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.6** Members will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.7** Members will interview and prepare reports of victim recoveries and direct those victims to appropriate public and private resources to help ensure their safety and integration back into

society.

- 3.8** Members must be willing to respond and/or work jointly on human trafficking crimes within their jurisdiction and complete their assigned duties for the duration of the term of this Agreement.
- 3.9** Members must be licensed peace officers.
- 3.10** Members will investigate cases involving multi-jurisdictional, complex and/or organized groups involving human trafficking, which may require travel to neighboring jurisdictions as investigations expand.
- 3.11** Members will prepare an operational briefing sheet for each active operation related to the MNHITF investigations and activities, to be approved by the Commander.
- 3.12** Members will prepare investigative reports related to the MNHITF investigations and activities to be submitted to the Commander.
- 3.13** Members must submit statistics to the Commander on a quarterly basis.
- 3.14** Members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the Commander.
- 3.15** Members will utilize a deconfliction system to share and receive information to promote deconfliction with other agencies.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1** Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.2** Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.
- 4.1.3** Continue to directly supervise Members that are assigned to the MNHITF. Members remain under the employ of the Governmental Unit while assigned to and performing MNHITF assignments. All services, duties, acts or omissions performed by Members will be within the course and duty of the Members' employment and therefore covered by the Workers Compensation and other compensation programs of then Governmental Unit including fringe benefits.
- 4.1.4** Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among members of the MNHITF.
- 4.1.5** Participate fully in any audits required by the MNHITF.
- 4.1.6** Upon request, provide the BCA with a copy of any body worn camera footage that was captured while working within the capacity of the MNHITF under this Agreement. Said footage must be turned over to the BCA within 48 hours via a secured cloud storage service or thumb drive, as directed by the Authorized Representative for inclusion in the BCA's case files. The copy of the footage will be maintained in the BCA's system.
- 4.1.7** Consult the BCA in advance of any release of body worn camera footage to allow the BCA to consider and consult any private, not public, or confidential data that may require redaction. Any release of data captured in the course of MNHITF operations must adhere to state and federal laws.
- 4.1.8** Adhere to MNHITF's operations plans or other operational guidance issued by the SAIC and ASAIC, including new procedures governing the MNHITF while conducting MNHITF investigations and activities.
- 4.1.9** Comply with the use of force provisions of their home agency's policies and procedures. Members must also comply with directives issued by the SAIC and ASAIC. In the event of a conflict between the use of force requirements of the Members' home agency policy, and the policies or directives of the MNHITF, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Members will confer with the SAIC or ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.
- 4.1.10** Promptly submit to the Authorized Representative any and all investigation reports and supplementary reports created and generated while conducting MNHITF activities.
- 4.1.11** Report any performance measure data collected related to MNHITF to the Authorized Representative on a quarterly basis each year for the duration of this Agreement.
- 4.1.12** Generate quarterly expense reports covering previously approved expenses incurred

within that quarterly period. Requests for reimbursement for that quarter's expenses must be submitted to the ASAIC in the requested format for reimbursement within fourteen (14) days from the end of each quarter.

- 4.1.13** Submit requests for reimbursement within fourteen (14) days of notification of the grant's expiration, otherwise, the Governmental Unit will forfeit its reimbursement.

4.2 The BCA will:

4.2.1 Provide an ASAIC who will serve as the Commander of the Task Force.

4.2.2 Review and approve or decline reimbursement requests under clause 5.1 within three (3) business days of the reimbursement request. To process the request for reimbursement will require fourteen (14) business days upon receipt of the approved request.

- 4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Payment

5.1 The Governmental Unit must make a written request for funds and receive approval from the Commander or designee.

5.2 The Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or her successor:

Name: Rachel Pearson, Commander of BCA-led MNHITF
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: Rachel.Pearson@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Jim Marshall, Chief of Police
Address: 611 W Main St.
Marshall, MN 56258
Telephone: (507) 537-7000
E-mail Address: jim.marshall@ci.marshall.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative in writing by email.

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver. If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others

and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the Commander all investigative equipment that was acquired under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3000101894

**3. DEPARTMENT OF PUBLIC SAFETY;
BUREAU OF CRIMINAL APPREHENSION**

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____