



State of Minnesota Joint Powers Agreement Genetic Genealogy Testing Program

SWIFT Contract No.:

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 (“State” or “BCA”), and **City of Saint Paul**, acting on behalf of the Saint Paul Police Department 367 Grove Street, Saint Paul, MN 55101 (“Governmental Unit”). The State and Governmental Unit may be referred to jointly as “Parties.”

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State and Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The Parties wish to identify cases in which standard BCA Forensic Science Services (“BCA FSS”) laboratory and testing procedures have been exhausted without producing viable investigatory leads. The Governmental Unit, after consultation with the BCA FSS, has selected to send its evidentiary samples to a genetic genealogy (a/k/a DNA) testing laboratory.

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 years from the Effective Date unless terminated earlier pursuant to clause 11.

2. Purpose

The Parties enter into this Agreement to provide additional genetic genealogy testing for the Governmental Unit by a third-party laboratory. This Agreement identifies the duties and responsibilities of each Party corresponding to the testing, profile searching, and genealogy research corresponding to the case and, when applicable, specific evidence samples identified as: **BCA case # S07-10157, Item 6-1.**

3. Agreement Between the Parties

3.1 The Governmental Unit will:

- 3.1.1 Require its investigators to be licensed by the Minnesota Peace Officer Standards and Training Board (“POST Board”) and require its investigators to use the most current investigative technologies and techniques.
- 3.1.2 Submit its evidentiary samples, i.e. evidence, corresponding to the case identified in clause 2 to the BCA FSS for standard DNA testing.
- 3.1.3 Consult with BCA FSS personnel and mutually determine whether the evidentiary samples are suitable for genetic genealogy testing.

- 3.1.4** Subsequent to mutual decision the samples are suitable for genetic genealogy testing, submit a written request to the BCA FSS with the required case information authorizing the BCA FSS to obtain two or more price quotations from independent testing laboratories.
 - 3.1.4.1** Subsequent to BCA FSS providing test quotations, select and contract for genetic genealogy testing with the selected independent laboratory.
 - 3.1.4.1.1** Neither the State of Minnesota, its Department of Public Safety, or the Bureau of Criminal Apprehension will be named as a contracting party in the Governmental Unit's contract with its selected testing laboratory.
 - 3.1.4.2** Directly remit payment to independent laboratory for 100% of contracted testing, profile searching, and genealogy research services.
- 3.1.5** Submit to the BCA FSS Authorized Representative, on completion of testing, one (1) written request for reimbursement of laboratory test services.
 - 3.1.5.1** Reimbursement request will be submitted within fifteen (15) calendar days of remitting payment for the last invoice received from the testing laboratory.
 - 3.1.5.2** Reimbursement request will equal 100% of the contracted services with the testing laboratory; and Governmental Unit acknowledges BCA FSS may approve 100% of request or approval partial reimbursement.
 - 3.1.5.3** Reimbursement submissions shall not include any travel-related expenses incurred by employees or agents of the Governmental Unit or the testing laboratory.
 - 3.1.5.4** Reimbursement request must include originals (or legible photocopies) of the testing laboratory's invoices paid by the Governmental Unit, such invoices to identify the forensic case sample(s) identification identified in Clause 2.

3.2 The BCA FSS will:

- 3.2.1** Consult with the Governmental Unit's investigators and mutually determine whether the evidentiary samples submitted by the Governmental Unit are suitable for genetic genealogy testing.
- 3.2.2** Obtain and provide Governmental Unit, subsequent to authorization, two or more price quotations from independent testing laboratories.
- 3.2.3** Review written reimbursement request within fifteen (15) calendar days of receiving request from Governmental Unit.
 - 3.2.3.1** Approval. BCA FSS may approve 100% of request or approve partial reimbursement. If partial reimbursement is approved, BCA FSS will notify the Governmental Unit in writing/email within ten (10) calendar days the reason(s) why partial approval is made.
 - 3.2.3.2** Declination. BCA FSS may decline the request and notify the Governmental Unit in writing/email within ten (10) calendar days the reason(s) for declination of the request.

3.3 Mutual Agreement

- 3.3.1** The Parties mutually agree nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by the Governmental Unit.
- 3.3.2** The Parties mutually agree the Governmental Unit is not eligible to receive full or partial reimbursement for testing services if the Governmental Unit breaches this Agreement.

4. Reimbursement

- 4.1** The BCA FSS will reimburse the Governmental Unit for approved expenses within fifteen (15) calendar days of receiving the request from the Governmental Unit. The reimbursement will be made utilizing ACH or EFT.

4.2 If federal grant funds are utilized for reimbursement, the Parties will follow procedures as defined by the United States Department of Justice Interim Policy on Forensic Genetic Genealogical DNS Analysis and Searching.

5. Authorized Representatives

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

Name: Staci Bennett, Assistant Laboratory Director
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.2980
E-mail Address: Staci.bennett@state.mn.us

The Governmental Unit Authorized Representative is the following person or his/her successor:

Name: Assistant Police Chief Jack Serier
Address: 367 Grove Street, Saint Paul MN 55101

Telephone: 651-266-5507
E-mail Address: jack.serier@ci.stpaul.mn.us

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

6. Assignment, Amendments, Waiver, and Agreement Complete

- 6.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 6.2 **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.
- 6.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The Parties 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 State'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 Chapter 466 and other applicable law.

8. 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 State and/or 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.

9. Government Data Practices

The Parties 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 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 governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, by either the Governmental Unit or BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

10. 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.

11. Expiration and Termination

11.1 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.

11.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12. Dispute and Conflict Resolution

The Parties shall work in good faith to resolve any dispute or conflict arising from this Agreement. In the event the Parties are unable to agree on a solution, such dispute or conflict shall be submitted to the Deputy Superintendent of the Bureau of Criminal Apprehension lab ("Deputy Superintendent"). The Deputy Superintendent shall evaluate the dispute, including any relevant documentation and each Party's account of the situation, and make a decision to resolve the situation. The Deputy Superintendent's decision shall be final and binding on the Parties.

13. Continuing Obligations

The following clauses survive the expiration or termination of this Agreement: 7, Liability; 8, Audits; 9, Government Data Practices; and 10, Venue.

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 Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: _____

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 Amendment on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: Deputy Mayor

Date: _____

By: _____

Title: Assistant Chief of Police

Date: _____

By: _____

Title: Director Office of Financial Services

Date: _____

By: _____

Title: Assistant City Attorney

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



Request for Release of DNA Information/Secondary Evidence

Version: 04/01/2020 | Document Number: FSS-F-BI-0743 | Distribution: FSS

The following information is required for the BCA to release any DNA profile(s) and/or secondary evidence (DNA extract, bone cutting/powder, swabs or cuttings).

****ADVISORY****

Release of retained BCA samples will likely preclude any further testing at the BCA Laboratory with current or future DNA technologies.

BCA scientists will not assist in the review of results generated by external vendors (such as genealogy testing laboratories).

The data you are receiving may include data classified as private/non-public. Consult with appropriate counsel prior to further release of this information.

Approval from your agency CLEO or designee will be required prior to release.

CASE INFORMATION

Submitting Agency: St. Paul Police Department Type of Case: Homicide

BCA Case Number: S07-10157 Item number(s): 6-1

Brief scenario of case:

On May 17th, 1985 16 yoa Susan Rheineck was found down an embankment near the Mississippi River. She was dressed in a tan rain coat, black slacks and a white blouse. She was not wearing shoes. Susan's right wrist was tied to a tree and a ligature was tied around her neck attached to a small tree. Dirt was packed into her vaginal area. In 2009, the Minnesota BCA tested for DNA and found on Susan's blouse a single source male DNA profile. The DNA profile has been checked against several data bases with negative results. At this time there are no suspects.

DNA Profile DNA Extract Bone cutting/powder Cuttings/swabs Other _____

To be released to: DNA Labs International
700 W Hillsboro Blvd Bldg 3
Deerfiled Beach, FL 33441

Name (please print): Todd Feroni

Title: Sergeant

Signature: Todd Feroni Digitally signed by Todd Feroni
Date: 2023.05.08 12:31:41 -05'00'

Date: 05/08/2023 Phone Number: 651-266-5598 Email: todd.feroni@ci.stpaul.mn.us

DNA Labs International

700 W Hillsboro Blvd Bldg 3

Deerfield Beach, FL 33441

+1 9544265163

accounting@dnalabsinternational.com

www.dnalabsinternational.com



Estimate

ADDRESS

ST. PAUL REGIONAL OFFICE-
BCI (MN)

ESTIMATE # 8731

DATE 08/09/2023

AGENCY CASE #

S07-10157

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Genealogy- Exist Ext Quant	Genealogy - Existing extract quantification: Determination for SNP testing	1	350.00	350.00
Kintelligence – SNP Testing for Genealogy	ForenSeq Kintelligence SNP profile using NGS for upload to genealogy database	1	3,950.00	3,950.00
Genealogy- Upload by Genealogist to Genealogy Databases w/ Research	2 Hours of Research and Preliminary Report	1	795.00	795.00
Genealogy Investigation - 10 Hour Block	Includes unlimited hours of genealogical research.	1	3,500.00	3,500.00
				Subtotal: 8,595.00
Golden Ticket Winner	Golden Ticket Winner Collaboration between DLI and Verogen	1	- 8,940.00	-8,940.00
Genealogy- Upload by Genealogist to Family Tree	Upload Fee by Genealogist to Family Tree	1	700.00	700.00
Genealogy- Targeted SNP Testing – For Comparison - Sent to Gene-By- Gene	Additional SNP Testing – For Comparison - Sent to Gene-By-Gene This is Gene-By-Gene's Pricing and goes directly to them.	1	169.00	169.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Genealogy- Upload by Genealogist to GedMatch	Upload Fee by Genealogist to GedMatch	1	350.00	350.00

Final invoice may differ if analysts determine that alternative tests would yield better results.

TOTAL

\$874.00

A 3.75% processing fee will be added for any credit card payments.

All invoices are due net 30. Late payments will incur additional fees.

Thank you for choosing our lab.
We appreciate your prompt payment.

Accepted By

Accepted Date