

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
CHILD SEXUAL PREDATOR PROGRAM  
AGREEMENT # 3000-1382**

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue E., St. Paul, Minnesota 55106 and City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101.

**Recitals**

Under Minn. Stat. § 471.59, subd. 10, and Minn. Stat. § 15.51 – 15.59, the State is empowered to engage such assistance as deemed necessary. The State was awarded a Federal grant from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Child Sexual Predator Program for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* April 1, 2009, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* September 30, 2010, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

**2.1 Governmental Unit's Responsibilities**

- A. All employees of the Governmental Unit shall be licensed peace officers or non-sworn employees must be assigned or affiliated with the Minnesota Internet Crimes Against Children (ICAC) Task Force.
- B. When a contributed employee of the Governmental Unit acts on the behalf of the Minnesota ICAC Task Force within the scope of this Agreement, the employee's actions are within the employee's line of duty and course of employment to the same extent as if the employee had acted on behalf of the employee's employing Agency.
- C. All members of the Governmental Unit shall continue to be employed by the same Law Enforcement Agency employer which they were employed before joining the Minnesota ICAC Task Force and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer fringe benefits.
- D. The Governmental Unit shall submit accurate, timely financial records pertaining to enforcement and analytical activities related to ICAC Task Force related investigations. Financial records shall be submitted in a format consistent with Exhibit A attached to this Agreement.
- E. The Governmental Unit must supply original receipts to be reimbursed on pre-approved requests; and reimbursement will be paid directly by the State to the Governmental Unit within 30 days of the date of invoice, with payment made out to the City of St. Paul, Police Department, Accounts Receivable, 367 Grove Street, St. Paul, MN 55101.

- F. Investigations by the Governmental Unit under this agreement should be conducted and concluded in a timely manner. The Governmental Unit will only be reimbursed by the State for overtime hours and/or actual expenses incurred related to the Community Oriented Policing Services (COPS) investigations and/or training through the term of this agreement or until all Federal funds under the COPS grant have been expended, whichever comes first.
- G. The Governmental Unit shall maintain accurate records pertaining to enforcement activities, to be collected and forwarded monthly to the State's Authorized Representative or his designee for statistical reporting purposes.
- H. The Governmental Unit shall return to the State's Authorized Representative within sixty days investigative equipment acquired by the State through grant funding as a result of this Agreement in the event that federal funding under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime reimbursement has been exhausted, the agreement is terminated as defined in clause 10.2 of this Agreement, the Governmental Unit breaches this Agreement, or upon expiration of this Agreement.

## 2.2 State's Responsibilities

- A. The State will provide the Governmental Unit with investigative equipment for the exclusive purpose to conduct investigations related to the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant.
- B. The State will reimburse the Governmental Unit for expenses incurred for training and meetings related to the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant, and pre-approved by the State's Authorized Representative.
- C. The State will reimburse the Governmental Unit for overtime hours incurred related to the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant, and approved by the State's Authorized Representative.

## 3 Payment

- A. Itemized invoices will be filed by the Governmental Unit's Authorized Representative of this agreement with the State's Authorized Representative of this agreement in arrears, monthly and within 30 days of the period in which service and/or training were provided.
- B. Reimbursement to the Governmental Unit will be made by the State within 30 days of the date of invoice, and will be paid directly to the City of St. Paul, Police Department, Accounts Receivable, 367 Grove Street, St. Paul, MN 55101.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Governmental Unit as a result of this agreement will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the prior approval of the State's Authorized Representative for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. The State has a total Expense Budget of \$241,481.00 that was approved under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime hours and expense reimbursement. Based on the number of Governmental Units participating in the COPS Child Sexual Predator Program the total obligation of the State for reimbursement of investigative overtime hours and expenses will not exceed \$5,000.00 for any one Governmental Unit, unless approved by the State's Authorized Representative.
- E. **Federal Funds.** Payments under this agreement will be made from federal funds obtained by the State through Title Child Sexual Predator Program CFDA number 16.710 of the Violent Crime Control and Law Enforcement Act of 1994. The Governmental Unit is responsible for compliance with all federal requirements imposed on these

funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

#### **4 Authorized Representatives**

The State's Authorized Representative is Eric Knutson, Special Agent in Charge, 1430 Maryland Avenue E., St. Paul, Minnesota 55106, telephone number 651-793-7000, or his/her successor.

The Governmental Unit's Authorized Representative is Neil Nelson, Commander, 367 Grove Street, St. Paul, MN 55101, 651-793-1045, or his/her successor.

#### **5 Assignment, Amendments, Waiver, and Contract Complete**

5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 **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.

5.3 **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.

5.4 **Contract 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.

#### **6 Liability**

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

#### **7 State Audits**

The Governmental Unit shall participate fully in any audits required by the U.S. Department of Justice; and under Minn. Stat. § 16C.05, subd. 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 the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

#### **8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State 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 Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

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

#### **9 Venue**

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.

**10 Termination**

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16A.05.*

Signed: Jerry Johnson  
Date: 4/17/09

Agreement No. 3000-1382

**2. GOVERNMENTAL UNIT**

By: [Signature]  
Title: Chief of Police  
Date: 4/30/09

By: [Signature]  
Title: City Attorney  
Date: 6-3-09

By: [Signature]  
Title: Director, FSO  
Date: \_\_\_\_\_

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: Asst. Supt.  
Date: 6-25-09

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: [Signature]  
Date: June 30, 2009  
#19493

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy

Exhibit A

**St. Paul Police Department**

**INVOICE**

St. Paul Police Department  
 367 Grove Street  
 St. Paul, MN 55101  
 Telephone: 651-291-1111  
 Fax: 651-266-5675  
[www.stpaul.gov/depts/police/](http://www.stpaul.gov/depts/police/)

BILL TO: Bureau of Criminal Apprehension  
 Eric Knutson, Special Agent in Charge  
 1430 Maryland Avenue East  
 St. Paul, MN 55106-2802  
 651/793-1004 Fax: 651/793-1005 TTY: 651/282-6555  
 Internet: <http://www.dps.state.mn.us/bca>

INVOICE NO.: ICAC-

DATE:

HOURS	DESCRIPTION	RATE	TOTAL
	Reimbursement for Computer Forensic Analyst and/or Investigators, Internet Crimes Against Children, for the month of		
	Reference: <b>Agreement # 3000-1382</b>		
	Employee's Name and Rank Employee ID: 01234567	\$	\$
	Overtime hours @ \$		
	Employee's Name and Rank Employee ID: 98765432	\$	\$
	Overtime hours @ \$		
	{Reimbursement of expenses if pre-approved by State's Authorized Rep.}	\$	\$
	I certify the above to be correct, and the amount claimed to be due and payable.		
	Neil Nelson, Commander St. Paul Police Department		
<u>Payment Details</u> <input type="checkbox"/> Electronic Fund Transfer (EFT) <input type="checkbox"/> Warrant		Sub Total Tax Identification Number: xx-xxxxxxx	\$
		<b>TOTAL</b>	\$

*Please include invoice numbers with payment*