

Contract Start Date:	<u>Nov. 6, 2017</u>	Total Contract Amount:	<u>\$181,346.86</u>
Original Contract Expiration Date:	<u>Nov. 5, 2022</u>	Original Contract:	<u>\$0.00</u>
Current Contract Expiration Date:	<u>Nov. 5, 2022</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>NA</u>	This Amendment:	<u>\$181,346.86</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("State") and the City of St. Paul on behalf of its Police Department, 367 Grove St., St. Paul, MN, 55101 ("Governmental Unit").

Recitals

1. The State has an Agreement with the Governmental Unit identified as SWIFT Contract Number 131370 ("Original Agreement") to work together to investigate and prosecute human trafficking and sexual exploitation of children by the creation of the Minnesota Human Trafficking Investigators Task Force (MNHITF).
2. The Agreement is being amended so that State may reimburse the Governmental Unit for some of its costs in participating in MNHITF.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 4. "**Responsibilities of the Governmental Unit and the BCA**" is amended as follows:

- 4.1 The Governmental Unit Investigators 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 Assign one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the 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 the MNHITF members.
 - 4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.
- 4.2 Effective July 1, 2018, the Governmental Unit analyst will:
 - 4.2.1 Organize and manage large volumes of data to identify targets through reactive and proactive techniques.
 - 4.2.2 Provide investigative support to MNHITF members.
 - 4.2.3 Identify victims and suspects of human trafficking investigations and report findings to MNHITF.
 - 4.2.4 Monitor and analyze social media, web sites, and phone tolls for potential human trafficking activities and report findings to MNHITF.
 - 4.2.5 Create link analysis charts detailing relationships and connections between known and potential human trafficking.
 - 4.2.6 Identify potential human trafficking locations and report to MNHITF.
 - 4.2.7 Identify the key elements of a human trafficking organization.
 - 4.2.8 Respond to thousands of reactive human trafficking tips from the public and other organizations that require corroboration, screening, and follow up with MNHITF members.
 - 4.2.9 Identify current and future trends of human trafficking.
- 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.

REVISION 2. Clause 5. **“Payment”** is amended as follows:

~~There are no payments associated with this Agreement.~~ State agrees to pay Governmental Unit as follows:

The Governmental Unit will invoice the State on a quarterly basis for the following costs. The State will pay each invoice within thirty (30) calendar days.

One (1) analyst for 18 months	\$90,000
Fringe benefits for the analyst for 18 months	\$35,100

For the following funds, The Governmental Unit must first submit a written request for overtime funding and receive approval for the funds from State. Approved reimbursement will be paid directly to Governmental Unit within thirty (30) calendar days of receipt of an invoice from Governmental Unit.

Overtime for investigators	\$48,074.24
Fringe benefits related to overtime	\$ 8,172.62 17%

Total obligation under this Agreement is One Hundred Eighty-one Thousand Three Hundred Forty-six and 86/100 Dollars (\$181,346.86).

REVISION 3. Clause 13. **“Continuing Obligations”** is amended as follows:

~~13.~~ 15. The following clauses survive the expiration or cancellation of this Agreement: 8. Liability; 9. Audits; 10. Government Data Practices; and 11. Venue.

REVISION 4. The following clause is added to the contract:

13. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

The following term applies to any agreement for which the value, including all extensions, is \$50,000 or more: Governmental Unit certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

REVISION 5. The following clause is added to the contract:

14. **E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at: <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract No. _____

2. GOVERNMENTAL UNIT

For the City of Saint Paul:

By: _____

Title: Assistant Chief of Police

Date: _____

By: _____

Title: Assistant City Attorney

Date: _____

By: _____

Title: Director of the Office of Financial Services

Date: _____

By: _____

Title: Mayor

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____

(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy



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 (or "BCA"), and the City of St. Paul on behalf of its Police Department ("Governmental Unit"),

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 and sexual exploitation of children. The parties, along with other law enforcement agencies have formed the Minnesota Human Trafficking Investigators Task Force ("MNHITF") to coordinate their efforts.

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 implement the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

3. Standards

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

- 3.1 Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
- 3.2 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.3 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, use and recordation of payments.
- 3.4 Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.5 Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
- 3.6 Full-time Task Force members will dedicate their primary reporting duties to the MNHITF physical location, currently the BCA Headquarters for the duration of the term of this Agreement.
- 3.7 Affiliate Task Force members must be able to dedicate sufficient time to the task force to

complete their assigned duties for the duration of the term of this Agreement.

3.8 Investigators must be licensed peace officers.

3.9 Assigned investigators will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to Greater Minnesota and throughout the seven county metro area as investigations expand or as assigned by the task force commander.

3.10 Assigned investigators will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.

3.11 Full-time Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.

3.12 Full-time Task Force members will prepare investigative reports for review and approval by the task force commander.

3.13 Full-time Investigators will be assigned to and report to the task force commander or a designee.

3.14 Investigator's home agency will provide that investigator with an undercover vehicle and basic equipment (gun, handcuffs, vest, etc.).

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 Assign one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the 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 the MNHITF members.

4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.

4.2 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

There are no payments associated with this Agreement.

6. Authorized Representatives

The BCA's Authorized Representative is:

Name: Jeffrey Hansen, Deputy Superintendent
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: jeff.hansen@state.mn.us

The Governmental Unit's Authorized Representative is:

Name: Kathleen Wuorinen, Assistant Chief of Police
Address: 367 Grove Street
St. Paul, MN 55101

Telephone: 651-266-5571
E-mail Address: Kathy.wuorinen@ci.stpaul.mn.us

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 State 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.

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 MNHITF 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.

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

1. AGENCY

Name: Kathleen A. Wuorinen

Signed: Kathleen A. Wuorinen

Title: Assistant Chief of Police

Date: 9-21-17

Name: Daphne VanBuren

Signed: Daphne VanBuren

Title: Assistant City Attorney

Date: 10-16-17

For
Name: Todd Hurley

Signed: Todd Hurley

Title: Director of the Office of Financial Services

Date: 10/27/17

Name: Christopher Coleman

Signed: Christopher Coleman

Title: Mayor

Date: 10/19/2017

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Drew Evans, Superintendent

Name: _____

(PRINTED)

Signed: [Signature]

Drew Evans, Superintendent

Title: _____

(with delegated authority)

Date: 10/30/17

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: Rachel Dyhern

Date: 11-6-17

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