

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into an amendment to
 2 the Joint Powers Agreement with the Metropolitan Transit Police Department (02-16931-I); and
 3
 4 WHEREAS, this agreement shall amend the Joint Powers Agreement to provide dual authority
 5 pursuant to MN Statutes 471.59 and 473.407; and
 6
 7 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter
 8 into, and Chief Thomas E. Smith to implement the attached amended agreement with the Metropolitan
 9 Transit Police Department.
 10

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: 
Thomas E. Smith, Chief of Police

Form Approved by City Attorney
 By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary
 By: _____

Approved by Mayor: Date _____
 By: _____

Form Approved by Mayor for Submission to Council
 By: _____

**AMENDMENT TO JOINT POWERS AGREEMENT
BETWEEN THE METROPOLITAN TRANSIT POLICE DEPARTMENT AND
THE CITY OF SAINT PAUL POLICE DEPARTMENT**

This is an Amendment to the 2013 Joint Powers Agreement (“2013 JPA”) between the City of Saint Paul (“City”), a Minnesota municipality, and the Metropolitan Council (“Council”), through the Metropolitan Transit Police Department (“MTPD”).

WHEREAS, The 2013 JPA acknowledges and provides dual authority for the MTPD to conduct law enforcement activities within the City of Saint Paul pursuant to Minnesota Statutes section 473.407 and the terms of the JPA.

WHEREAS, Minnesota Statutes section 473.407, subdivision 1, authorizes the MTPD to “exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives” upon request from, or under an agreement with, any law enforcement agency and subject to the availability of the MTPD’s personnel and other resources.

WHEREAS, The parties have a need to exchange data for law enforcement purposes under the 2013 JPA, as authorized by the Minnesota Government Data Practices Act and the FBI Criminal Justice Information Services (“CJIS”) Security Policy.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties, in consideration of the mutual terms and conditions, promises, covenants, and payments set forth in this agreement, to amend the 2013 JPA as follows:

DATA PRACTICES AND INFORMATION EXCHANGE

Pursuant to Minn. Stat. §13.72, subd. 20, all data on Metro Transit customers collected by the Council through its personalized web services or the regional fare collection system is “private data” on transit customers. This classification does not prevent the exchange of information between MTPD and SPPD allowed in Minn. Stat. § 13.82, subd. 24.

SPPD and MTPD are law enforcement agencies as defined in Minnesota Statutes §626.84 and criminal justice agencies as defined by 28 CFR § 20.3(g) and the FBI Criminal Justice Information Services (“CJIS”) Security Policy. Accordingly, SPPD and MTPD are Authorized Recipients of criminal justice information and criminal history record information (“Criminal Justice/Criminal History Information”) for appropriate purposes.

MTPD personnel may access SPPD law enforcement data only for authorized law enforcement and criminal justice purposes. MTPD agrees to indemnify and defend the SPPD for any unauthorized, inappropriate, or unlawful access or use of SPPD law enforcement data or Criminal Justice/Criminal History Information by MTPD personnel. Both parties agree not to release data except as authorized by law.

SPPD and MTPD agree to comply with the Minnesota Government Data Practices Act, 28 CFR Part 20, and the FBI CJIS Security Policy with respect to the collection, maintenance, storage, dissemination, use, and protection of law enforcement data and criminal history/criminal justice information.

IN WITNESS WHEREOF, the City of Saint Paul and the governing body of the Metropolitan Council executed this Agreement on the date last written below. The City of Saint Paul and the Metropolitan Council agree that all other terms and provisions of the 2013 JPA remain in full force and effect.

Chief Thomas Smith
Saint Paul Police Department

Date

Mayor

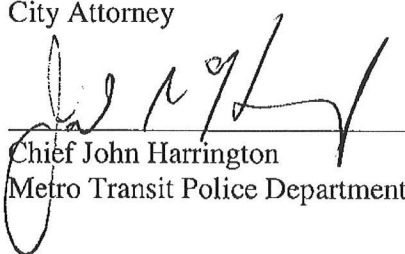
Date

Director, Office of Financial Services

Date

City Attorney

Date



Chief John Harrington
Metro Transit Police Department

Date

4/11/14

**Joint Powers Agreement
between the Metropolitan Transit Police Department and
the City of Saint. Paul Police Department**

Pursuant to Minn. Stat. §471.59 and §473.407, the Metropolitan Council (“Council”), through the Metropolitan Transit Police Department (“MTPD”) and the City of Saint Paul (“SPPD”), through the Saint Paul Police Department are entering into this Joint Powers Agreement (“Agreement”). This joint powers agreement acknowledges and provides dual authority for the MTPD to exercise general law enforcement activities within the City of Saint Paul for their statutory jurisdiction pursuant to Minn. Stat. § 473.407.

Minnesota Statutes section 473.407, subd. 1 authorizes the MTPD to “exercise general law enforcement agency authority to assist any law enforcement agency in implementing or carrying out law enforcement activities, programs, or initiatives” upon request from, or under an agreement with, any law enforcement agency and subject to the availability of the MTPD’s personnel and other resources.

JURISDICTION

By Minnesota statutory authority, local police departments are the primary law enforcement/police agency within their jurisdiction. As such, the SPPD is the primary police agency for the City of Saint Paul. The MTPD is a specialized law enforcement agency created by the Council to police its transit property and routes, to carry out investigations, and to make arrests under sections 629.30 and 629.34. The jurisdiction of the MTPD is limited to offenses relating to Council transit property, equipment, employees, and passengers. The MTPD jurisdiction shall include traffic lanes designed for bus or transit use, freeway or expressway shoulders in the seven-county metropolitan area used by authorized transit buses and Metro Mobility vehicles under section 169.306, and high-occupancy vehicle lanes used by transit buses. Minn. Stat. § 473.407, subd. 1 (2012); *see also* Minnesota Chapter 629 (2013).

ARRESTS AND GENERAL LAW ENFORCEMENT AUTHORITY

MTPD may engage in general law enforcement activities, including foot/beat patrol, in the City of Saint Paul related to their jurisdiction pursuant to Minn. Stat. §473.407. This includes arrest authority pursuant to Minnesota Chapter 629.

MTPD may exercise general law enforcement agency authority when assisting SPPD in implementing or carrying out SPPD law enforcement activities, programs, or initiatives.

Persons arrested in the City of Saint Paul for non-transit-related offenses must be referred to the SPPD for further investigation and disposition.

If there is a crowd control situation occurring on or near Metro Transit Property within the City of Saint Paul, both the SPPD and MTPD shall have joint command of the response.

If there is a suspicious package/item situation occurring on or near Metro Transit Property, within the City of Saint Paul, MTPD shall coordinate the appropriate response with SPPD.

COMMUNICATIONS

Crimes committed on Metro Transit conveyances, in and about Metro Transit bus stops, rail platforms, or other Metro Transit property, shall be dispatched and responded to by MTPD unless SPPD requests to take priority and responsibility for preliminary investigation and reporting.

When a transit-related request for service is made, or if SPPD officers become involved in a transit-related matter, MTPD officers may be immediately asked to respond by contacting the Metro Transit Control Center, 24 hours/day, and 7 days/week.

Both MTPD and SPPD will respond to all priority 1 calls within the City of Saint Paul involving the transit system.

MTPD shall utilize the Riss-Safe/MOCIC system to deconflict any proactive, covert or long-term investigative projects.

MOTOR VEHICLE AND LIGHT RAIL VEHICLE ACCIDENTS

The MTPD will respond to all transit-related motor vehicle and light rail accidents. MTPD will investigate the accident and complete all necessary reports, including the electronic filing of state accident reports.

If MTPD personnel are not available to respond to a transit-related accident within the City of Saint Paul, the SPPD shall be asked to assist.

Accident reconstruction will be completed by trained MTPD personnel or, if not available, accident reconstructionists from SPPD.

MTPD shall provide SPPD training, or training materials on responding to light rail accidents, hazards and safety by March 15, 2014, including training for accident reconstruction on all transit-related motor vehicle and light rail accidents.

INVESTIGATIONS

MTPD will conduct all investigations relating to the damage or theft of all Metro Transit property, including transit facilities, equipment, or any other property owned or used by Metro Transit.

Crimes committed on Metro Transit conveyances or in and about Metro Transit bus stops, rail platforms, facilities and other property shall be investigated by MTPD unless SPPD requests to take priority and responsibility for follow up investigations on the case.

All other crimes related to MTPD jurisdiction shall be investigated by mutual agreement with SPPD acting as the primary agency. SPPD may turn over to MTPD cases that were originally reported to SPPD but were later identified as falling within MTPD's jurisdiction.

MTPD will notify SPPD if it initiates surveillance or an investigation into any person within SPPD's jurisdiction [See Riss-Safe/MOCIC requirement in Communication Section of this Agreement].

MTPD will notify SPPD of the results of any proactive investigations, including, but not limited to, terrorism, vice, narcotics, gangs and gun cases in which the MTPD is the lead agency [See Riss-Safe/MOCIC requirement in Communication Section of this Agreement].

In cases within the City of Saint Paul stemming from joint operations such as the Joint Terrorism Task Force ("JTTF"), MTPD will follow the lead of the primary law enforcement agency running the investigation or operation.

SPPD crime scene technicians or other forensic personnel will be utilized when necessary to document or investigate any incident requiring extensive forensic investigation. The Bureau of Criminal Apprehension ("BCA") shall be the primary investigating agency in Critical Incident cases involving only MTPD officers, unless MTPD requests SPPD to assume responsibility. SPPD shall be the primary investigatory agency in all other Critical Incident cases, unless SPPD refers the investigation to another jurisdiction.

Any evidence collected by MTPD officers will be property inventoried at the MTPD.

The SPPD, as the primary law enforcement agency, reserves the right to exercise full authority over any investigation or incident occurring within the City of Saint Paul which involves either or both MTPD and SPPD.

DATA PRACTICES

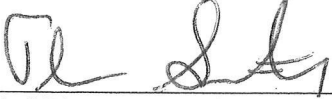
Pursuant to Minn. Stat. §13.72, subd. 20, all data on Metro Transit customers collected by the Council through its personalized web services or the regional fare collection system is "private data" on transit customers. This classification does not prevent the exchange of information between MTPD and SPPD allowed in Minn. Stat. § 13.82, subd. 24.

CONCLUSION

This Joint Powers Agreement may be revoked at any time by either agency upon providing fourteen (14) calendar days prior written notice to the respective Chief of Police.

The governing body of the Metropolitan Council authorized this Agreement by action at its _____, 2013 meeting. The governing body of the City of Saint Paul authorized this Agreement by action at its _____, 2013 meeting.

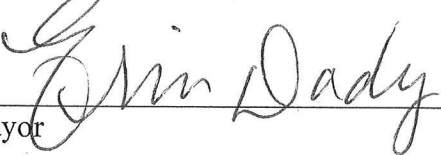
This Joint Powers Agreement shall become effective on June ____, 2013.



Chief Thomas Smith
Saint Paul Police Department

7/29/13


Date



Mayor

8-2-13


Date



Director, Office of Financial Services

8-1-13

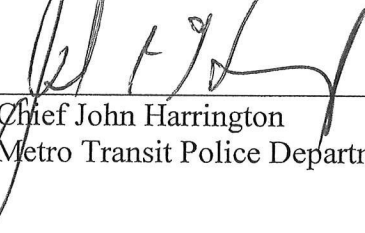
Date



City Attorney

7-29-13

Date



Chief John Harrington
Metro Transit Police Department

8/9/13

Date