

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into a Joint Powers
 2 Agreement with the Ramsey County, Sheriff's Office; and
 3
 4 WHEREAS, in entering into this agreement with SPPD, Ramsey County can be reimbursed overtime and
 5 other cost approved by SPPD for their participation in the Gerald D. Vick Human Trafficking Task
 6 Force; and
 7
 8 WHEREAS, this agreement establishes the procedures and responsibilities of each agency for the
 9 reimbursements of costs in regards to the Gerald D. Vick Human Trafficking Task Force; and
 10
 11 THEREFORE BE IT RESOLVED, that the council approves entering into and authorizes Chief Thomas
 12 Smith to implement the attached agreement with Ramsey County.
 13

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**



Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

JOINT POWERS AGREEMENT

Between the

St. Paul Police Department

And

The Ramsey County Sheriff's Office

for

Reimbursement of Overtime Salary Costs
associated with

Gerald D. Vick Human Trafficking Task Force

This Joint Powers Agreement (JPA) is entered into by the St. Paul Police Department (SPPD) and the outside law enforcement partner/collaborator, the Ramsey County Sheriff's Office (RCSO), for the purpose of reimbursement of overtime salary and other costs, with prior SPPD approval, including but not limited to travel, fuel, training, and equipment, incurred by the RCSO in providing resources to assist the SPPD in performing Task Force investigations.

Payments may be made to the extent they are included in the SPPD's fiscal year plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS JPA

This JPA is effective with the signatures of both parties and terminates at the close of business on September 30, 2016, subject to Section VI of this JPA.

II. PURPOSE OF THIS JPA

This JPA establishes the procedures and responsibilities of both the RCSO and the SPPD for reimbursement of certain overtime and other pre-approved

expenses ("Reimbursable Expenses") when the RCSO is assisting the SPPD in investigations funded through the Gerald D. Vick Human Trafficking Task Force ("Task Force").

III. **NAME OF TASK FORCE (if applicable)**

The name of this Task Force is the **Gerald D. Vick Human Trafficking Task Force.**

IV. **CONDITIONS AND PROCEDURES**

A. The RCSO shall assign officer(s) to assist the SPPD in Task Force investigations of violations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The RCSO shall provide the SPPD with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigations to be performed by the SPPD under the terms of this JPA.

~~B. The RCSO shall provide the SPPD, within ten (10) calendar days of the signing of this JPA, with a contact name, title, telephone number and address. The RCSO shall also provide the name, title, telephone number, and address of the RCSO's authorized representative responsible for providing audit information under paragraph V of this JPA, and the name, title, telephone number, and address of the RCSO's representative authorized to submit an invoice to the SPPD under paragraph IV, subparagraph E.~~

C. The RCSO may request reimbursement for payment of Reimbursable Expenses incurred with prior SPPD approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned to assist the SPPD in Task Force investigations.

D. Invoices submitted to the SPPD for Reimbursable Expenses must be submitted on the appropriate forms as provided by the SPPD. The invoices shall be signed by the authorized representative of the RCSO pursuant to Section B. above and submitted to the SPPD field office for signature and verification of the invoice.

E. The RCSO will submit all requests for reimbursements, together with the appropriate documentation to the SPPD by the 10th day of the month following the month for which the RCSO is seeking reimbursement.

(1) If the reimbursement request is not received by the SPPD field office by the 10th of the subsequent month, the SPPD field office will advise the RCSO, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the Reimbursable Expenses will not be reimbursed.

(2) No waivers or extensions will be granted or honored. The RCSO will submit the request for reimbursement to the following address:

Sergeant John Bandemer, HT Task Force, 367 Grove Street, Saint Paul, MN 55101

F. The SPPD Supervisor shall be responsible for certifying that the request is for reimbursement of Reimbursable Expenses incurred by the RCSO in assisting the SPPD in Task Force investigations. The RCSO shall certify that a request for reimbursement of Reimbursable Expenses has not also been made to other federal law enforcement agencies.

G. The RCSO acknowledges that it remains fully responsible for its obligations as the employer of the officer(s) assigned to assist the SPPD and is responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the actual reimbursable overtime charges incurred under the terms of this JPA.

H. All Reimbursable Expenses identified in Section IV. C. of this JPA must be approved in advance by the SPPD supervisor.

L. **This document does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30), will be provided through other documents. The RCSO will not provide services under this JPA prior to receipt of the documents evidencing the availability of funding for the requested services.

J. The RCSO and the SPPD are each responsible for the acts and omissions of their employees and for loss or damage resulting therefrom. Nothing herein shall constitute a waiver by either party of its defenses or immunities under statute or common law. This clause will not be construed to bar any legal remedies that the RCSO may have for the SPPD's and/or the City of St. Paul's failure to fulfill its obligations under the grant agreement and subsequent grant agreements. The liability of the RCSO is governed by Minn. Stat. 466 and any other applicable law, rule or regulation.

K. The parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the SPPD under the grant agreement, and as it applies to all data created, received, stored, used, maintained or disseminated by the grantee under the grant agreement. The civil remedies of Minnesota statutes, section 13.08 apply to the release of data referred to in this clause by either the RCSO or the SPPD.

L. Each Party certifies that it is in compliance with Minnesota statutes, 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The employees and agents of one party will not be considered employees of the other party. Any claims made by any third party as a consequence of any act or omission on the part of a party's employees are in no way the obligation or responsibility of the other party.

M. The RCSO will provide the SPPD supervisor with case information about all human trafficking investigations initiated or conducted by the RCSO at the request of the SPPD to include, but not limited to: victim information, suspect information, investigation synopsis and all police reports generated within that investigation.

V. PROGRAM AUDIT

A. This JPA and its procedures are subject to audit by the SPPD, the Department of Justice, the Office of the Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The RCSO agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

B. These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

VI. REVISIONS

The terms of this JPA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this JPA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this JPA upon 60-calendar days written notice to the other party. The SPPD will only process a request for reimbursement of Reimbursable Expenses incurred before the date of termination, absent a specific written agreement to the contrary.

VII. NO PRIVATE RIGHT CREATED

----- This is an internal government agreement between the SPPD and the
RCSO and is not intended to confer any right or benefit to any private person
or party.

For the City of Saint Paul

Approved as to form:

Daphne Lundstrom

Assistant City Attorney

Christopher B. Coleman

Mayor

City of Saint Paul

Date: _____

Thomas E. Smith

Chief of Police

Saint Paul Police Department

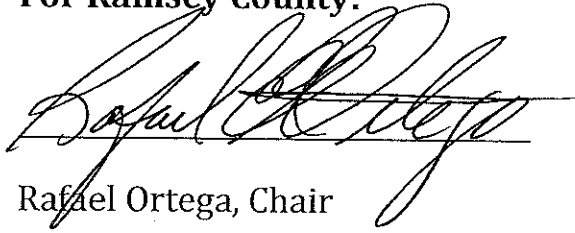
Todd Hurley, Director

Financial Services

Jessica Kingston, Director

Human Rights and Equal Economic
Opportunity

For Ramsey County:



Rafael Ortega, Chair
Ramsey County Board of Commissioners



Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: 8/6/13
2013-218

Approval recommended:



Matt Bostrom, Sheriff

Approved as to form:



Assistant County Attorney