

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by \_\_\_\_\_

- 1 RESOLVED, that the City of Saint Paul, Police Department, is authorized to enter into a Multi-Agency
- 2 Law Enforcement Joint Powers Agreement with the State of Minnesota acting through its
- 3 Commissioner of Public Safety, Bureau of Criminal Apprehension (BCA) for reimbursement of cost of
- 4 police services provided for participation in the Minnesota Financial Crimes Task Force. The
- 5 agreement will be entered into and a copy kept on file in the Office of Financial Services.
- 6

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
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: \_\_\_\_\_

## Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements hereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minn. Stat. §471.59, Subds. 10 & 12, and City of Saint Paul, Minnesota, acting through the Saint Paul Police Department, 367 Grove Street, St. Paul, MN ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minn. Stat. §471.59, Subd. 10.

**Whereas**, the Undersigned Law Enforcement Agency wishes to participate in the Minnesota Financial Crimes Task Force ("MNFCTF") established to investigate and prosecute identity theft and related financial crimes;

**Now Therefore**, the parties agree as follows:

### 1. Purpose

The Grantee and the Undersigned Law Enforcement Agency (collectively, the "Parties") approve, authorize, and enter into this Agreement with the purpose of setting forth the terms and conditions under which the Parties will participate in the MNFCTF to implement a three-pronged approach to combat Financial Crimes: **prevention, education and enforcement**.

### 2. Standards

The Undersigned Law Enforcement Agency shall adhere to the Minnesota Financial Crimes Task Force Standards contained in **Exhibit A**; which is attached and incorporated into this Agreement and made a part hereof. In the event of a conflict between this Agreement and **Exhibit A**, the terms of **Exhibit A** shall prevail.

### 3. Liability

The Undersigned Law Enforcement Agency and the Grantee agree that 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 Grantee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable law.

### 4. Responsibilities of the Undersigned Law Enforcement Agency

The Undersigned Law Enforcement Agency shall:

- A. Conduct investigations in accordance with the provisions of **Exhibit A**, and conclude such investigations in a timely manner.

- B. Maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the MNFCTF Commander or the Commander's designee for statistical reporting purposes.
- C. Assign one or more members of the Undersigned Law Enforcement Agency to the MNFCTF. All members of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same Law Enforcement Agency employer which currently employs the member while performing MNFCTF assignments; 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; and will be paid by that employer and entitled to that employer's fringe benefits.
- D. Make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities.

## 5. Payment

- A. Upon the Effective Date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements in accordance with Clause 5, Section B.
- B. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime salary including fringe benefits, equipment, training and expenses incurred related to performing MNFCTF assignments and/or training approved by the MNFCTF Commander through the term of this Agreement or until all funds under the MNFCTF grant have been expended, whichever comes first.
- C. The Grantee has a **TOTAL** Expense Budget of **\$80,000.00** through its General Fund budget appropriation for payment under the terms of this Agreement.
- D. The Undersigned Law Enforcement Agency must first submit a written request to the MNFCTF Commander for funds, and receive approval from the MNFCTF Commander, prior to receiving any reimbursement of funds from the Grantee in accordance with Clause 5, Section B.
- E. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within 30 days of the date of invoice, with payment made out to the City of Saint Paul and mailed to the Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101, Attn: Accounting Unit.
- F. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the Minnesota Financial Crimes Task Force. In addition, under Minn. Stat. § 16C.05, Subd. 5, the Undersigned law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of this Agreement.

**6. Termination/Expiration**

- A. 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 Undersigned Law Enforcement Agency shall receive payment for costs incurred in accordance with the terms of this Agreement through the date of termination.
- B. Upon expiration or earlier termination of this Agreement, the Undersigned Law Enforcement Agency shall provide the MNFCTF Commander in a timely manner all investigative equipment that was acquired with funding received under this Agreement.

**7. Modification of Agreement**

Any modifications or alterations to this Agreement must be in writing in the form of an Amendment to this Agreement 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.

**8. Term**

The term of this Agreement is from the Effective Date as set forth below and shall remain in effect through June 30, 2016 unless earlier terminated.

- 9. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.

WHEREFORE the Parties have executed this Agreement in accordance with Minn. Stat. § 16C.05, Subd. 2; as of the last signature date obtained below ("Effective Date").

**1. Undersigned Law Enforcement Agency**

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

**CITY OF SAINT PAUL:**

\_\_\_\_\_  
Thomas E. Smith, Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Coleman, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Hurley, Director of Financial Services

\_\_\_\_\_  
Date

Approved as to form and insurance:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

**2. Department or Public Safety,  
Bureau of Criminal Apprehension**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(With delegated authority)

\_\_\_\_\_  
Date

**3. Commissioner of Administration**

\_\_\_\_\_  
By and Title  
MN Department of Administration  
(With delegated authority)

\_\_\_\_\_  
Date

## EXHIBIT A

### **Minnesota Financial Crimes Task Force Standards**

The Grantee, who is not a state employee, will:

1. Investigate major financial crimes by organized groups or individuals related to identity theft e.g. bank fraud, wire fraud, access device fraud, commercial fraud, retail fraud and other economic fraud (MN 609.52)
2. Investigators will prepare an investigative plan for each case assigned to include the identification of witnesses and witness statements, obtaining appropriate bank and business records and their analysis. Preparation of a case synopsis includes witness list and relevant evidence for presentation to state and/or federal prosecutors for prosecution.
3. 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 computer recovery.
4. Investigators will understand and use appropriate legal procedures in the handling of informants including documentation of identity, monitoring of activities, use and recordation of payments.
5. Investigators will use, as appropriate, a broad array of investigative technologies and techniques including surveillance, covert technologies and undercover assignments.
6. Investigators will interview and prepare reports on the victims of a financial crime and will be able to direct those victims to appropriate public and private resources to assist them in the recovery of their identities.
7. Investigators must be able to dedicate sufficient time to the task force to complete their assigned duties for the duration of the term of this grant contract.
8. Investigators must be a licensed peace officer.
9. Assigned investigators will investigate cases involving cross-jurisdictional and/or organized financial crime and high value theft schemes. 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.
10. Investigators may be reimbursed for overtime, investigative equipment and case-related travel, which will be based upon availability of funds. Prior approval of the Commander, Minnesota Financial Crimes Task Force (MNFCTF) or his designee will be required for reimbursement of overtime and other expenses.
11. Investigators will be assigned to and report to the Commander (MNFCTF) or his designee, and will work out of the task force headquarters except for those investigators assigned to a specific task geographic area or a specific Organized Criminal Enterprise (OCE) investigation headquartered at another specific Law Enforcement entity.
12. Investigator's home agency will provide that investigator with an undercover vehicle and basic equipment (gun, handcuffs, vest, etc.).