

**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 City of Bloomington, Police Department; and
 3
 4 WHEREAS, in entering into this agreement with SPPD, the City of Bloomington can be reimbursed
 5 overtime and other cost approved by SPPD for their participation in the Gerald D. Vick Human
 6 Trafficking Task 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 the City of Bloomington.
 13

	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: _____

JOINT POWERS AGREEMENT

Between the Saint Paul Police Department and the Bloomington Police Department for Reimbursement of Expenses Associated with the Gerald D. Vick Human Trafficking Task Force

This Joint Powers Agreement (JPA) is entered into by the City of Saint Paul on behalf of its Saint Paul Police Department (SPPD) and the City of Bloomington on behalf of its Bloomington Police Department, (referenced in this JPA as the "Grantee") for the purpose of reimbursement of overtime salary costs and other costs, with prior SPPD approval, including but not limited to travel, fuel, and training, incurred by the Bloomington Police Department in providing resources to assist the SPPD.

Payments may be made to the extent they are included in 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 all parties and terminates at the close of business on September 30, 2016, subject to Section VI of the JPA.

II. PURPOSE

This JPA establishes the procedures and responsibilities of both the Bloomington Police Department and the SPPD for reimbursement of certain overtime, training, and other pre-approved expenses ("Reimbursable Expenses").

III. NAME OF JOINT OPERATION/TASK FORCE

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

IV. CONDITIONS AND PROCEDURES

A. The Bloomington Police Department will collaborate with the SPPD on investigations of federal, state, and local laws. The Bloomington Police Department will provide SPPD with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation(s).

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

C. The Bloomington Police Department may request reimbursement for payment of Reimbursable Expenses, with prior SPPD approval, including but not limited to travel, fuel, and training, directly related to work performed by its officers assigned to assist the SPPD in Task Force investigations.

D. Invoices submitted to SPPD for Reimbursable Expenses must be submitted on the appropriate forms as provided by SPPD. The invoices must be signed by an authorized representative of the Bloomington Police Department and submitted to SPPD for signature and verification of the invoice.

E. The Bloomington Police Department will submit all requests for reimbursement, together with the appropriate documentation, to SPPD by the 10th day of each subsequent month the agency is seeking reimbursement.

(1) If the reimbursement request is not received by the SPPD by the 10th of the subsequent month, the SPPD will advise the agency, 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 Bloomington Police Department will submit the request for reimbursement to the following address:

Sergeant Ray Gainey, HT Task Force
367 Grove Street, Saint Paul, MN 55101

F. The Bloomington Police Department will cooperate with the SPPD to fulfill grant requirements. The SPPD supervisor will certify that a request for reimbursement is for Reimbursable Expenses incurred in assisting the SPPD in Task Force investigations. The Bloomington Police Department will certify that a request for reimbursement of the same expenses has not been made to any other law enforcement agency.

G. The Bloomington Police Department acknowledges that it remains fully responsible for its obligations as the employer of the officer(s) assigned assist the SPPD and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of actual Reimbursable Expenses incurred.

H. All Reimbursable Expenses must be approved in advance by the SPPD supervisor.

I. **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. Grantee will not provide services under this JPA prior to SPPD authorization.

J. The Bloomington Police Department and SPPD are each responsible for the acts and omissions of their employees and for loss or damage resulting therefrom. Nothing herein constitutes a waiver by either party of its defenses or immunities under statute or common law. Liability of the parties is governed by Minnesota Statutes chapter 466 and all other applicable laws, rules, and regulations.

K. The parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the FBI CJIS Security Policy as applied to all data under the grant agreement, and as applied to all data created, received, stored, used, maintained or disseminated by the parties under the grant agreement.

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

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

V. **PROGRAM AUDIT**

This JPA and its procedures are subject to audit by SPPD, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the federal government. Grantee 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. Grantee further agrees to comply with all applicable state records retention schedules.

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**

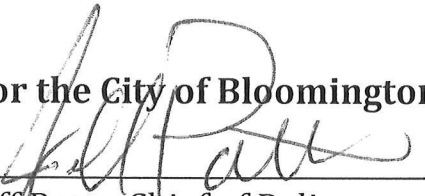
The terms of this JPA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this

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 requests for Reimbursable Expenses incurred before the date of cancellation, absent a specific written agreement to the contrary.

VII. NO PRIVATE RIGHT CREATED

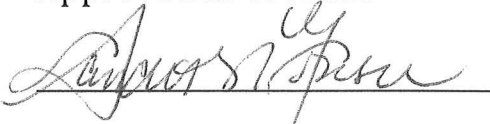
This agreement between SPPD and the Bloomington Police Department is not intended to confer any right or benefit to any private person or party.

For the City of Bloomington:



Jeff Potts, Chief of Police
Bloomington Police Department

Approved as to form:



Bloomington City Attorney

For the City of Saint Paul:

Christopher B. Coleman, Mayor
City of Saint Paul

Thomas E. Smith, Chief of Police
Saint Paul Police Department

Approved as to form:

Todd Hurley, Director, Financial Services

Daphne A. Lundstrom
Assistant City Attorney

Jessica Kingston, Director
Human Rights and Equal Economic Opportunity