



Board of County Commissioners Agenda Request



Requested Meeting Date: 03/09/2021

Title of Item: Human Trafficking JPA Amendment 1

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
Submitted by: Sheriff Dan Guida		Department: Sheriff's Office
Presenter (Name and Title): Sheriff Dan Guida		Estimated Time Needed:
Summary of Issue: Original Human Trafficking JPA as approved in December 15, 2020 meeting is attached for your review. Recommend approving State of Minnesota Human Trafficking Investigators Task Force Joint Powers Agreement Amendment 1.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Recommend approval of Amendment to Human Trafficking JPA.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.



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 ("BCA"), and County of Aitkin acting on behalf of its Sheriff's Office, 218 1st St. N.W., Aitkin, MN 56431 ("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 Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

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 make the Governmental Unit part of 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, and 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 Affiliate Task Force members must be willing to respond and/or work jointly on human trafficking crimes within their jurisdiction and complete their assigned duties for the duration of

SWIFT Contract Number: 187170

the term of this Agreement.

3.7 Investigators must be licensed peace officers.

3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.

3.9 Affiliate members 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.

3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.

3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a quarterly basis.

3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.

3.13 Affiliate Task Force members will utilize the MNHITF deconfliction system to share and receive information to promote deconfliction with other agencies.

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, on a part-time basis, one or more employees of the Governmental Unit assigned 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.

4.1.6 Maintain an electronic deconfliction system for use by MNHITF Affiliate members.

4.2 The BCA will:

4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.

4.2.2 Review and approve or decline reimbursement requests under clause 5.1 within three (3) business days of the reimbursement request.

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.

5. Payment

5.1 Governmental Unit must first submit a written request for funds and receive written pre-approval for the funds from BCA.

5.2 Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

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 the person below or his/her successor:

Name: Heidi Lenk, Undersheriff
Address: Aitkin County Sheriff's Office
218 1st St. NW, Aitkin, MN 56431
Telephone: 218-927-7421
E-mail Address: heidi.lenk@co.aitkin.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA in writing/email.

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 BCA 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.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

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. STATE ENCUMBRANCE VERIFICATION

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

Signed: Stacy Longmuir
F6F0899CB14042E
Date: 12/30/2020

SWIFT PO Number: 3-65607

**3. DEPARTMENT OF PUBLIC SAFETY;
BUREAU OF CRIMINAL APPREHENSION**

DocuSigned by:
Jeff Hansen
By: 51A11E9AA3E64CA
Date: 04/07/2020 (by delegated authority)
Title: _____
Date: 12/30/2020

2. GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: William Pratt
Title: Serial Chief, Becker County
Date: 12/15/2020

**4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement**

DocuSigned by:
Sara Friedland
By: 0870A511B468482
Date: 12/30/2020

By: Jessie Silber
Title: County Administrator
Date: 12-17-20

By: _____
Title: _____
Date: _____

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State of Minnesota Joint Powers Agreement Human Trafficking Investigators Task Force Amendment 1

SWIFT Contract Number: 187170

Agreement Start Date:	<u>12/30/2020</u>	Total Agreement Amount:	<u>\$0.00</u>
Original Agreement Expiration Date:	<u>12/29/2025</u>	Original Agreement:	<u>\$0.00</u>
Current Agreement Expiration Date:	<u>NA</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$0.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“BCA”), and the County of Aitkin acting on behalf of its Sheriff’s Office (“Governmental Unit”).

Recitals

1. The BCA has a Joint Powers Agreement with the Governmental Unit identified as SWIFT Contract Number 187170 (“Original Agreement”) providing for the Governmental Unit’s coordination with the Minnesota Human Trafficking Investigators Task Force (“MNHITF”) in human trafficking investigations and prosecution.
2. The BCA and the Governmental Unit wish to include human trafficking investigations directly associated with and corresponding to the Line 3 pipeline replacement project under construction by Enbridge, Incorporated.
3. The BCA and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Clause 14, “Special Provisions for Line 3 Pipeline Replacement Project” is added to the Original Agreement as follows:

14. Special Provisions for Line 3 Pipeline Replacement Project

14.1 The Governmental Unit:

14.1.1 Acknowledges the Minnesota Public Utilities Commission (“PUC”) has issued a permit to Enbridge, Incorporated (“Enbridge”) for the Line 3 pipeline replacement project (“Project”) and as a requirement for issuance of the permit, Enbridge created a Public Safety Escrow Account whereby Enbridge will make funding available to public safety service providers involved in human trafficking enforcement activities having a nexus to the Project.

14.1.2 Wishes to participate in human trafficking investigations and operations related to the Project and receive reimbursement for funds expended by the Governmental Unit.

14.1.3 Enters into this Amendment with the purpose of receiving funding reimbursement for human trafficking investigations and operations related to the Project.

14.2 Project Reimbursement Requests and Payments. The following reimbursement and payment provisions supplement and are independent of Clause 5, Payment, and become effective upon execution of this Amendment.

14.2.1 Governmental Unit will submit in advance a written request explaining any fund reimbursement and must receive written pre-approval from the MNHITF Commander or his/her designee for the reimbursement before proceeding.

- 14.2.2 The Governmental Unit will only be reimbursed for the following pre-approved expenses: 1) overtime salary including fringe benefits; 2) equipment and supplies; 3) training and training-related expenses. All reimbursable expenses must directly correspond to human trafficking services pursuant to this Agreement.
- 14.2.3 Governmental Unit will submit all pre-approved reimbursement requests to the MNHITF Commander or his/her designee, such requests made using the Minnesota Human Trafficking Investigators Task Force Outside Agency Reimbursement form which will be provided to the Governmental Unit by the BCA.
- 14.2.4 Governmental Unit shall supply original receipt(s) or other expenditure documents acceptable to the BCA in order to be reimbursed for pre-approved reimbursement requests.
- 14.2.5 Reimbursement requests properly pre-approved and submitted by the Governmental Unit will be reviewed by the MNHITF Commander or his/her designee. Upon approval by BCA, the reimbursement request will be forwarded to the Department of Public Safety's designated Line 3 public safety liaison for additional review and approval. Upon approval by the liaison, the reimbursement request will be forwarded to the Public Utilities Commission's Executive Secretary for processing and payment by Enbridge. Reimbursement to the Governmental Unit will be made directly by Enbridge to the Governmental Unit using its Public Safety Escrow Account until all Escrow Account funds have been expended.
- 14.2.6 Reimbursements to the Governmental Unit will be paid to:
Aitkin County Sheriff's Office
218 1st Street NW
Aitkin, MN 56431

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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| <p>1. GOVERNMENTAL UNIT
 <i>Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.</i></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>2. DEPT. OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION
 <i>Individual certifies the applicable provisions of Minn. Stat. 16C.08, subdivisions 2 and 3, are reaffirmed.</i></p> <p>By: _____
 <i>(with delegated authority)</i></p> <p>Title: _____</p> <p>Date: _____</p> <p>3. COMMISSIONER OF ADMINISTRATION
 <i>As delegated to the Office of State Procurement</i></p> <p>By: _____</p> <p>Date: _____</p> |
|---|---|