

PUBLIC SAFETY COMMITTEE

13-0296R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE ST. PAUL POLICE DEPARTMENT FOR PARTICIPATION ON THE GERALD D. VICK HUMAN TRAFFICKING TASK FORCE AND FOR REIMBURSEMENT OF OVERTIME SALARY COSTS INCURRED BY THE DULUTH POLICE DEPARTMENT.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a joint powers agreement, substantially the same as that on file with the city clerk as Public Document No. \_\_\_\_\_, with the St. Paul police department, providing for the participation by the city of Duluth police department on the Gerald D. Vick Human Trafficking Task Force and providing for the reimbursement of overtime salary costs and other pre-approved expenses incurred by the Duluth police department, funds to be deposited in fund 110-160-1610-4209-02 (General, Police, Administration and Investigation, Direct Federal Grants Operating).

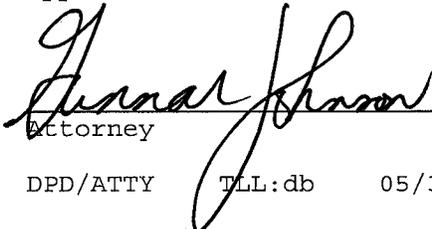
Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DPD/ATTY TLL:db 05/30/2013

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute an agreement to participate on the Gerald D. Vick Human Trafficking Task

Force. The purpose of the task force is to investigate human trafficking. Federal grant monies may be available to the St. Paul Police Department for these types of investigations. If these federal grant monies are awarded, then by virtue of this agreement, the St. Paul Police Department is authorized to reimburse the Duluth Police Department for certain overtime and other pre-approved expenses.

# **JOINT POWERS AGREEMENT**

**Between the  
St. Paul Police Department  
And  
Duluth Police Department  
for  
Reimbursement of Overtime Salary Costs  
associated with  
Gerald D. Vick Human Trafficking Task Force**

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This Joint Powers Agreement (JPA) is entered into by the St. Paul Police Department (SPPD) and the outside law enforcement partner/collaborator, the Duluth 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, training, and equipment, incurred by the Duluth Police Department in providing resources to assist 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 MEMORANDUM OF UNDERSTANDING**

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 OF THIS MEMORANDUM OF UNDERSTANDING**

This JPA establishes the procedures and responsibilities of both the Duluth Police Department and the St. Paul Police Department for reimbursement of certain overtime and other pre-approved expenses.

III. **NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: **Gerald D. Vick Human Trafficking Task Force**

IV. **CONDITIONS AND PROCEDURES**

A. The Duluth Police Department shall assign officer(s) to assist SPPD in investigations 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 Duluth Police Department shall provide SPPD with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.

B. The Duluth Police Department shall provide SPPD, within ten (10) calendar days of the signing of this JPA, with a contact name, title, telephone number and address. The Duluth Police Department shall 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 Duluth Police Department may request reimbursement for payment of overtime expenses and other costs with prior SPPD approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with SPPD for the purpose of conducting an official investigation.

D. Invoices submitted to SPPD for payment of expenses must be submitted on the appropriate forms as provided by SPPD. The invoices shall be signed by an authorized representative of the Duluth Police Department and submitted to SPPD field office for signature and verification of the invoice.

E. The Duluth Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to SPPD by the 10<sup>th</sup> day of each subsequent month the agency is seeking

reimbursement.

(1) If the reimbursement request is not received by the SPPD field office by the 10<sup>th</sup> of the subsequent month, the SPPD field office 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 overtime costs will not be reimbursed.

(2) No waivers or extensions will be granted or honored. The Duluth Police Department 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 overtime expenses incurred by the Duluth Police Department for participation with SPPD during the joint operation/task force. The responsible state or local official shall also certify that request for reimbursement of expenses has not been made to other federal law enforcement agencies.

G. The Duluth Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.

H. All reimbursable hours of overtime work covered under the JPA 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.

(1) All reimbursement monies received by the Duluth Police Department are to be deposited in Fund Number 110-160-1610-4209-02 (General, Police, Administration and Investigation, Direct Federal Grants Operating).

J. For purposes of determining total liability for damages, it is the intent of the parties to this JPA to be considered a "single governmental unit" as set forth in Minn. Stat. §471.59, provided further that for purposes of that statute, each party to this JPA expressly declines responsibility for the acts or omissions of the other. Each party hereto agrees that it will be solely liable for the acts or omissions of itself or its officers, agents and employees in the performance of its respective obligations under this JPA. Nothing herein should be construed as a waiver of any municipal tort liability limits, immunities or defenses.

K. The grantee and SPPD must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data under the grant agreement, and as it applies to all data created, received, stored, used, maintained or disseminated by the parties 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 grantee or the SPPD.

L. Grantee certifies that it is in compliance with Minnesota statutes, 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The 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. Any publicity regarding the subject matter of the grant agreement must be in accordance with the guidelines included in the attached application. The grantee must not claim that the city endorses its products or services.

N. The Duluth 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. The Duluth Police Department 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.

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 request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VII. **NO PRIVATE RIGHT CREATED**

This is an internal government agreement between SPPD and the Duluth Police Department 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:

\_\_\_\_\_  
Reyne Rofuth  
Assistant City Attorney

\_\_\_\_\_  
Christopher B. Coleman  
Mayor  
City of Saint Paul

\_\_\_\_\_  
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 the City of Duluth, MN:**

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved:

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