



State of Minnesota Joint Powers Agreement Minnesota Financial Crimes Task Force

SWIFT Contract No.: 211057

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 the City of Duluth acting on behalf of its Police Department, 2030 N Arlington Ave, Duluth, MN 55811 ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the BCA and 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 identity theft and related financial crimes; and the Governmental Unit wishes to participate as a member of the Minnesota Financial Crimes Task Force ("MNFCTF").

Agreement

1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date State obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires March 30, 2027 unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement which will allow the Governmental Unit to become a member of the MNFCTF. The MNFCTF has a three-pronged approach consisting of **prevention, education and enforcement** to combat financial crimes.

3. Standards

The Governmental Unit will adhere to the MNFCTF standards identified below:

- 3.1** Provide and assign only licensed peace officers for services pursuant to this Agreement.
- 3.2** 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 similar economically-related forms of fraud (as defined in Minnesota Statutes § 609.52).
- 3.3** Prepare an investigative plan for each case assigned which will include: the identification of witnesses and witness statements; and obtaining and analyzing appropriate bank and business records.
- 3.4** Prepare a case synopsis that will include witness lists and relevant evidence for presentation to state and/or federal prosecutors for prosecution.

- 3.5 Comply with state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures including compliance with proper legal procedures in securing evidence and, when applicable, recovery of computers.
- 3.6 Understand and use appropriate legal procedures in the handling of informants including documentation of identity, monitoring of activities, use and recordation of payments.
- 3.7 Use, as appropriate, a comprehensive portfolio of investigative technologies and techniques including surveillance, covert technologies and undercover assignments.
- 3.8 Interview and prepare reports on the victims of financial crimes, directing those victims to appropriate public and private resources to assist them in the recovery of their identities.
- 3.9 Investigate cases involving cross-jurisdictional and/or organized financial crime and high value theft schemes. [Note: An assignment may require travel throughout Greater Minnesota in addition to the seven county metropolitan area as investigations expand or as assigned by the task force commander.]

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 Minnesota Financial Crimes Task Force standards, identified in clause 3 above, and conclude such investigations in a timely manner.
 - 4.1.2 Maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded quarterly to the MNFCTF Commander, or the Commander's designee, for statistical reporting purposes.
 - 4.1.3 Assign one or more employees of the Governmental Unit as members to the MNFCTF. All employees of the Governmental Unit assigned as members, and while performing MNFCTF 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 MNFCTF 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 MNFCTF meetings in order to share information and resources among the MN FCTF members.
 - 4.1.5 Participate fully in any audits required by the Minnesota Financial Crimes Task Force.
- 4.2 The parties mutually agree that any investigators assigned to the MNFCTF by the Governmental Unit will be provided an undercover vehicle and basic equipment, e.g. gun, handcuffs, vest, etc., by the Governmental Unit.
- 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. Reimbursement Requests and Payments

- 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 or readable copies of 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 person below or his successor:

Name: Donald Cheung, MNFCTF Commander
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.1072
E-mail Address: donald.cheung@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his successor:

Name: Michael Tusken, Chief of Police
Address: City of Duluth
2030 N Arlington Ave
Duluth, MN 55811
Telephone: 218-730-5686
E-mail Address: mtusken@duluthmn.gov

If the Governmental Units 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 State 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 State 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, 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 BCA. The BCA 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 MNFCTF Commander, in a timely manner, all investigative equipment that was acquired with funding received under this Agreement.

13. E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the BCA, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the BCA. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Governmental Unit and made available to the BCA upon request.

14. Other Provisions

14.1 The Parties mutually agree that upon execution of this Agreement, the JPA identified as 133862 executed between the Parties on January 4, 2018 is terminated.

15. 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: _____

Date: _____

SWIFT PO Number: 3-79290

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

By: _____
(with delegated authority)

Title: _____

Date: _____

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: _____
Title: Mayor

Date: _____

Attest: _____
Title: City Clerk

Date: _____

Approved: _____
Title: City Attorney

Date: _____

Countersigned: _____
Title: City Auditor

Date: _____

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

By: _____

Date: _____