

EXHIBIT A

SWIFT Contract Number: 133862
DPS PO # _____



STATE OF MINNESOTA FINANCIAL CRIMES TASK FORCE MULTIPLE-AGENCY LAW ENFORCEMENT JOINT POWERS AGREEMENT

This Multiple-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("State" or "BCA"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and City of Duluth acting on behalf of its Police Department, 2030 N Arlington Ave, Duluth, MN 55811 ("Governmental Unit"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

WHEREAS, the Governmental Unit 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. Term

- 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 five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat financial crimes: **prevention, education and enforcement.**

3. Standards

The Governmental Unit will adhere to the Minnesota Financial Crimes Task Force 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 which 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 Upon the Effective Date of this Agreement, the Governmental Unit will be entitled to reimbursements in accordance with clause 5.3.
- 5.2 The Governmental Unit will submit a written request to the MNFCTF Commander prior to receiving a reimbursement from the BCA in accordance with clause 5.3. All requests will be submitted using the **Financial Crimes Task Force Outside Agency Reimbursement** form which will be provided by the BCA upon request from the Governmental Unit.
- 5.3 The Governmental Unit will only be reimbursed by the BCA for the following expenses which must be **pre-approved** by the MNFCTF Commander: 1) overtime salary including fringe benefits; 2) equipment; 3) training and training-related expenses directly incurred and relating to performance of MNFCTF assignments.
- 5.4 Reimbursement by the BCA to the Governmental Unit will be made until all designated member funds have been expended.
- 5.5 BCA shall reimburse Governmental Unit an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) during the Term of this Agreement.
- 5.6 The Governmental Unit shall submit original receipts when seeking reimbursement on pre-approved requests. Approved reimbursements will be paid directly by the BCA to the Governmental Unit within thirty (30) days after the BCA receives reimbursement request. Reimbursement to the Governmental Unit will be paid to Duluth Police Department, 2030 N Arlington Ave, Duluth, MN 55811.

6. Authorized Representatives

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

Name: Scott D. Mueller, MNFCTF Commander
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.1129
E-mail Address: scott.d.mueller@state.mn.us

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

Name: Michael Tusken, Acting Chief
Address: Duluth Police Department
2030 N Arlington Ave
Duluth, MN 55811
Telephone: 952.826.0487
E-mail Address: mtusken@duluthmn.gov

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. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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The State and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate persons 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: _____
Emily Larson, Mayor

Date

Attest:

City Clerk

Date

Approved:

Assistant City Attorney

Date

Countersigned:

City Auditor

Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Superintendent

Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By and Title: _____

Date

STATE ENCUMBRANCE VERIFICATION

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

SWIFT P.O. Number: _____

Date