



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 Ramsey on behalf of its Attorney's Office, 345 Wabasha Street N. #120, St. Paul, MN 55102 ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties."

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, which includes sex and labor trafficking. The parties, along with other law enforcement agencies, have formed the Minnesota Human Trafficking Investigators Task Force ("MNHITF") to coordinate their efforts. This Agreement identifies what the Parties, either individually or jointly, will provide under the Agreement and identifies the consideration to be paid by the BCA to the Governmental Unit, if any, for salary and corresponding fringe benefit expenses incurred by the Governmental Unit as a result of work conducted pursuant to this Agreement.

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 implement the MNHITF that will use a three-pronged approach to combat human trafficking, which includes sex and labor trafficking: **prevention, education and enforcement.** The BCA will provide an Assistant Special Agent in Charge (ASAIC) who will serve as the Commander of the Task Force (Commander) and who reports to a Senior Special Agent in Charge (SAIC).

3. Responsibilities of the Governmental Unit and the BCA

- 3.1 The Governmental Unit will:
 - 3.1.1 Assign an Assistant County Attorney as a full-time member ("Member") to the MNHITF who, while performing MNHITF assignments, continues to be employed and directly supervised by the Governmental Unit. All Services, duties, acts or omissions performed by the 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.
 - 3.1.2 Allow the Member to maintain an office and physical presence at the BCA Headquarters as deemed necessary by the Commander.
 - 3.1.3 Work in collaboration with all eighty-seven county attorneys through the Minnesota County Attorney's Association ("MCAA"), to:
 - A) Develop a formal prosecutors' network for human trafficking cases and investigations and use existing protocols to facilitate training, technical assistance

- and prosecution services, with the understanding that the greatest need for technical assistance and prosecution services on complex human trafficking investigations and cases is outside their own jurisdictions and will involve assisting Greater Minnesota communities. Any of these associated costs and out-of-pocket expenses for criminal prosecution and technical assistance will not be borne by the BCA.
- B) Provide assistance on human trafficking investigations and prosecutions throughout the state when requested by a local county attorney.
 - C) Support and collaborate with multi-jurisdictional task forces and other agencies throughout the state.
 - D) Develop and expand prosecution capacity with prosecutors throughout the state of Minnesota by providing training, technical assistance and prosecution services when needed and requested.
 - E) Formally collaborate with and participate in the BCA's efforts to centralize and support local human trafficking investigations that lead to prosecutable cases.
- 3.1.4** Make a reasonably good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.
- 3.1.5** Participate fully in any audits required by the MNHITF.
- 3.1.6** Adhere to the following BCA policies and/or procedures while conducting MNHITF activities:
- A) BCA-1002 Building Security
 - B) BCA-1013 Access to BCA Data by BCA Personnel
 - C) DPS-4063 Employee Conduct
 - D) DPS-5100 Acceptable Use of Department Computers, Electronic Equipment, Information Systems and Resources
 - E) INV-7013 Evidence Handling
 - F) INV-7028 Responding to Reports of Sexual Assault
 - G) INV-7032 Investigation of Human Trafficking and Related Offenses
 - H) INV-7034 Conflicts of Interest
- 3.1.7** Utilize an electronic deconfliction system for to share and receive information to promote deconfliction with other agencies.
- 3.1.8** Consult the BCA in advance of any release of information stemming from work performed under this Agreement to allow the BCA to consider and consult any private, not public, or confidential data that may require redaction. Any release of data obtained in the course of MNHITF activities must adhere to state and federal laws.
- 3.1.9** Adhere to required policies, operations plans, or other operational guidance issued by SAIC and ASAIC, including new policies governing MNHITF activities as directed while conducting MNHITF investigations and activities.
- 3.1.10** If applicable, utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC and ASAIC.
- 3.1.11** Report any performance measure data collected related to the MNHITF to the Authorized Representative on a quarterly basis each year for the duration of this Agreement.
- 3.1.12** Generate quarterly expense reports covering previously approved expenses incurred within that quarterly period. Requests for reimbursement for that quarter's approved salary and corresponding fringe benefit expenses must be submitted to the ASAIC in the requested format for reimbursement within fourteen (14) days from the end of each quarter.
- 3.2** The BCA will:
- 3.2.1** Provide an ASAIC who will serve as the Commander of the Task Force.
 - 3.2.2** Provide the Member with the necessary office space and associated business accommodations at the BCA Headquarters.
 - 3.2.3** Review and approve or decline reimbursement requests under clause 4.1 within fourteen (14) business days of the reimbursement request.
- 3.3** The Parties agree that the MNHITF and any subsequent regional investigative task forces, will follow the guidance published by the US Department of Justice, Office for Victims of Crime Technical Assistance Center, on Human Trafficking Task Forces at www.ovcttac.gov/taskforceguide/equide.

- 3.4 The parties agree that they will follow the 2017 Safe Harbor Protocol Guidelines published by the Ramsey County Attorney's Office and Sexual Violence Institute at the Minnesota Coalition Against Sexual Assault, promote the letter and spirit of Minnesota's Safe Harbor Law and regional navigator system, continue involvement in the Minnesota Department of Health's Human Trafficking Task Force, and work collaboratively in a multi-disciplinary approach with service providers, victim advocacy, child protection workers, and other system professional.
- 3.5 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Member as an employee of the Governmental Unit.

4. Payment

The BCA agrees to pay the Governmental Unit as follows:

- 4.1 The Governmental Unit will invoice the BCA on a quarterly basis for reimbursement of approved salary and corresponding fringe benefit expenses only during the time period from January 1, 2025 through December 31, 2025 from Grant Award A-STIT-2025-BCA-00003. The BCA will pay each invoice within thirty (30) calendar days of the invoice date with payment made to the address listed below.
- 4.2 The total obligation of the BCA to the Governmental Unit under this Agreement is Eighty Three Thousand Seven Hundred Thirty Two and 50/100 Dollars (\$83,732.50).

5. Authorized Representatives

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

Name: Rachel Pearson, Commander of BCA-led MNHITF
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: Rachel.Pearson@state.mn.us

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

Name: Dennis Gerhardstein, Public Information Officer
Address: 360 Wabasha St. N Ste 100
St. Paul, MN 55102
Telephone: (651) 266-3074
E-mail Address: Dennis.Gerhardstein@co.ramsey.mn.us

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

6. Assignment, Amendments, Waiver, and Agreement Complete

- 6.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 6.2 **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.
- 6.3 **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.
- 6.4 **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.

7. 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.

8. State 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.

9. 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 BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

10. 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.

11. Expiration and Termination

11.1 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.

11.2 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.

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

For services valued in excess of \$50,000.00, the Governmental Unit certifies that as of the date of the 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.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; and 10. Venue.

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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: 3000101520

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: _____

Date: _____


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

By: _____

Title: _____

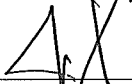
Date: _____

Admin ID: _____

By:  _____

Title: County Attorney

Date: 3/4/25

By:  _____

Title: First Assistant

Date: 3/4/25