



## STATE OF MINNESOTA BCA VIOLENT CRIME REDUCTION UNIT 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 acting on behalf of its Sheriff’s Office, 425 Grove St, St Paul, MN 55101 (“Governmental Unit”), together known as “Parties.”

**Recitals.** Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements to jointly and cooperatively exercise their powers. The Parties wish to work together to prevent, investigate, and prosecute violent crimes, including but not limited to murder and assaults, the trafficking of illicit drugs and firearms, carjacking, and other violent crimes. The Governmental Unit wants to work cooperatively with the BCA Violent Crime Reduction Unit (“VCRU”), which is operated by the BCA.

1. **Term of Agreement.**
  - A. **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
  - B. **Expiration Date.** This Agreement expires three (3) years from the Effective Date, unless terminated at an earlier date pursuant to clause 14.
  - C. This Agreement does not establish an employment relationship between the BCA and the Governmental Unit, nor any persons performing under the Agreement.
2. **Purpose.** The Governmental Unit and the BCA enter into this Agreement to facilitate the cooperation and coordination of the Governmental Unit with the work of the VCRU, which uses an array of proactive and reactive investigative techniques to prevent, investigate, and prosecute violent crime; gathers information necessary to identify crime patterns and uses this information to develop strategies for prevention and enforcement; and conducts outreach and education to community members, groups, and stakeholders in order to facilitate the creation and implementation of solutions to deter and prevent violent crime.
3. **Responsibilities of the Governmental Unit.** The VCRU’s interagency collaborative approach is implemented via the performance of the following activities by the Governmental Unit and any individuals working with the VCRU on its behalf, under the leadership of the Special Agent in Charge of the VCRU (“the SAIC”) and the VCRU’s Assistant Special Agents in Charge (“ASAICs”):
  - A. Assign one or more investigators or employees of the Governmental Unit to the VCRU. This agreement shall refer to them as “Assigned Investigator” or “Assigned Employee,” throughout. These Assigned Investigators or Assigned Employees must be approved to participate in VCRU activities, in advance of doing so, by the BCA’s Deputy Superintendent – Investigations. During the period of assignment to this task force, the Governmental Unit will remain responsible for

establishing the salary and benefits, including overtime, of the Assigned Investigator(s) and/or Assigned Employee(s), and for making all payments due them. BCA will reimburse the Governmental Unit for the full salary and fringe costs of the assigned employee, and will reimburse overtime costs of the assigned employee up to \$21,000.00.

- B. Be willing and able to respond and/or work jointly on violent crimes and complete any duties assigned to the Governmental Unit, by the SAIC, for the duration of the term of this Agreement.
- C. Conduct investigations in accordance with provisions of state and federal law, BCA policies and operating procedures as indicated herein, and any other investigative standards required of a BCA Special Agent.
- D. Investigate illicit firearms trafficking crimes committed by organized groups or individuals, including the trafficking in illicit firearms parts and the illicit manufacture of firearms.
- E. Investigate homicide, assault, carjacking and other crimes against the person as directed by the SAIC/ASAICs, utilizing best investigative practices to create prosecutable cases, and providing support to victims and witnesses involved therein.
- F. Investigate illicit street racing and automobile theft cases with a focus on identifying and disrupting organizations or networks of individuals involved in the commission or facilitation of such crimes.
- G. Where indicated to have a nexus with firearms crimes or other violent crimes under VCRU investigation, investigate illicit drug trafficking crimes as necessary to facilitate VCRU investigative purposes.
- H. Participate in operations to apprehend dangerous fugitives as directed by the SAIC/ASAICs.
- I. Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the SAIC for statistical reporting purposes.
- J. Prepare an operational briefing sheet for each active operation, including deconfliction measures as directed, to be approved by the SAIC/ASAICs.
- K. Prepare investigative reports to be submitted to the BCA's chain of command.
- L. Ensure evidence collected is appropriately collected, accounted for, and retained in a BCA-authorized secure facility.
- M. Each assigned investigator will be issued a body-worn camera by the BCA, to be utilized in the course of VCRU activities. Assigned investigators will adhere to BCA's policies regarding body-worn cameras, and shall ensure footage captured by BCA-issued cameras is appropriately uploaded to the BCA system(s).
- N. Participate in training as directed by the SAIC/ASAICs or designee(s).
- O. While conducting VCRU activities, adhere to the following BCA policies and/or procedures:
  - 1. BCA-1008 Operation of a State Vehicle
  - 2. DPS-5100 Acceptable Use of Department Computers, Electronic Equipment, Information Systems and Resources
  - 3. INV-7002 Informants
  - 4. INV-7003 Confidential Funds
  - 5. INV-7004 Police Pursuits and Emergency Vehicle Operations
  - 6. INV-7010 Critical Incidents
  - 7. INV-7013 Evidence Handling
  - 8. INV-7014 Procession of Property Seized for Administrative Forfeiture
  - 9. INV-7015 Inventory of Seized Impounded Vehicles

10. INV-7016 Consumption of Alcoholic Beverages
  11. INV-7017 Reverse Undercover Drug Operations
  12. INV-7020 Radio Communications
  13. INV-7022 Cellular Exploitation Equipment
  14. INV-7026 Online Resources and Social Media in Investigative Activities
  15. INV-7030 Consular Notification
  16. INV-7033 Unmanned Aircraft Systems
  17. INV-7034 Conflicts of Interest
  18. INV-7035 Search Warrants for Nighttime and/or Unannounced Entry
  19. INV-7037 Body Worn Cameras
- P. While conducting VCRU activities, adhere to required policies, operations plans, or other operational guidance issued by the SAIC/ASAICs, including new policies governing VCRU activities as directed.
- Q. Assigned Investigators must comply with the use of force provisions of their home agency's policies/procedures. Assigned Investigators must also comply with directives issued by the SAIC/ASAICs. In the event of a conflict between the use of force requirements of the Assigned Investigator's home agency policy, and the policies or directives of the VCRU, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Assigned Investigators will confer with the VCRU SAIC/ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.
- R. Utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- S. Submit all requests in the requested format for reimbursement in a timely manner to the SAIC.
4. **Responsibilities of the BCA.** The aforementioned approach will be implemented via the performance of the following activities by the BCA:
- A. The BCA will provide the VCRU with a BCA Special Agent in Charge to serve as the SAIC of the VCRU.
  - B. Provide guidance and training, as appropriate, on all VCRU standards to be followed by the Governmental Unit, Assigned Investigators, and Assigned Employees.
  - C. Review, approve or decline, or request additional information on appropriately submitted and pre-approved reimbursement requests, within three (3) business days of receipt.
  - D. Provide reimbursement within thirty (30) business days of the appropriately submitted and pre-approved reimbursement requests directly to the Governmental Unit.
  - E. Provide supplies and equipment to Assigned Investigators and Assigned Employees. Supplies issued to Assigned Investigators include, but are not limited to, a squad vehicle, a body worn camera, a computer, a cellular phone, and office supplies. Supplies issued to civilian Assigned Employees include, but are not limited to, a computer, a cellular phone, and office supplies. Supplies issued to Assigned Investigators and Assigned Employees remain the property of the State of Minnesota, and shall be remitted back to the BCA when the Assigned Investigator or Assigned Employee leaves the VCRU.
  - F. Provide copies of body worn camera footage that captures or documents the activities of the Governmental Unit's Assigned Investigator for purposes of internal review/investigation by the Governmental Unit, upon request of the

Assigned Investigator's chief law enforcement officer. Body worn camera recordings shall be treated in accordance with the Minnesota Government Data Practices Act, the premature disclosure of which could reasonably be expected to interfere with criminal investigation and prosecution. The Governmental Unit shall not further disseminate the recording(s) beyond the Governmental Unit or release to the public without consultation with the BCA.

- G. Provide evidence storage at BCA headquarters or a BCA-approved secure facility.
- H. Proceeds from assets seized through VCRU activities and forfeited through judicial proceedings shall be maintained in a separate fund administered by the state, for purposes of offsetting equipment expenses, future salaries, and other expenses incurred by the VCRU. The BCA retains the right to distribute proceeds from forfeited assets to the Governmental Unit at its discretion.

5. **Standards of the Governmental Unit.** The following standards must be met by the Governmental Unit, each Assigned Investigator, and each Assigned Employee:

- A. Assigned Investigators must be licensed peace officers in good standing with the Minnesota Peace Officer's Standards and Training Board (POST). Assigned Investigators and Assigned Employees must be in good standing with their home agency.
- B. Assigned investigators and Assigned Employees must be skilled in a broad array of investigative technologies and techniques, to be used as appropriate, throughout their work with the VCRU.
- C. Assigned Investigators and Assigned Employees must utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- D. Assigned Investigators and Assigned Employees will follow all applicable and appropriate state and/or federal laws in all VCRU-related activities.
- E. Assigned Investigators and Assigned Employees must be employed by the Governmental Unit.
- F. Assigned Investigators and Assigned Employees must follow best law enforcement practices in the discharge of their VCRU duties, conducting themselves with the highest degree of professionalism, avoiding any conflicts of interest, and conducting their activities impartially.

6. **Employment Relationship.** This agreement does not create an employment relationship between the Assigned Investigators and/or Assigned Employees and the BCA. All Assigned Investigators & Assigned Employees from the Governmental Unit shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member, regardless of their participation in VCRU activities. All services, duties, acts or omissions performed by the Assigned Employee or Assigned Investigator will be within the course and duty of their employment and, therefore, covered by any benefits or protections provided them as employees of the Governmental Unit. This includes, but is not limited to, workers compensation, health, and dental benefits. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities possessed by an Assigned Investigator and Assigned Employee of the Governmental Unit.

7. **Reimbursement of Expenses.** In order to obtain reimbursement for expenses associated with activities of the VCRU, the Governmental Unit must:

- A. Submit a written request, in the appropriate format, for pre-approval of the reimbursement for funds expended as a result of the activities of the VCRU.
- B. If and when this pre-approval is received, the Governmental Unit may expend

funds to be reimbursed within the limitations of the pre-approval.

- C. In order to receive reimbursement following this expenditure, the Governmental Unit must supply original receipts to be reimbursed on the aforementioned pre-approvals.

**8. Authorized Representatives.**

The BCA's Authorized Representative is the individual noted below, or his/her successor:

Name: Scott Mueller, Deputy Superintendent  
Address: Department of Public Safety, Bureau of Criminal Apprehension  
1430 Maryland Avenue East  
Saint Paul, MN 55106  
Telephone: 651-793-1129  
Email: Scott.D.Mueller@state.mn.us

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

Name: Bob Fletcher, Sheriff  
Address: 425 Grove St  
St Paul, MN 55101  
Telephone: 651.266.9333  
Email: [bob.fletcher@co.ramsey.mn.us](mailto:bob.fletcher@co.ramsey.mn.us)

If either of the Parties must change their Authorized Representative, notice must be provided, in writing, to the other party.

If either Authorized Representative will be unavailable for a significant period of time, a temporary Authorized Representative may be assigned via the same notice process.

**9. Assignment, Amendments, Waiver, and Agreement Complete.**

- A. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- B. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by both Parties, through their Authorized Representatives.
- C. **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.
- D. **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.

10. **Liability.** The Parties agree that each will be responsible for its own acts, omissions, and/or the results thereof, to the extent permitted by law and shall not be responsible for the acts or omissions of any others, and/or 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.

11. **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 for a minimum of six (6) years from the end of this Agreement.

12. **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.
- A. If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings that result out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Expiration and Termination.** 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 end of the 30 days. Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the VCRU SAIC all investigative equipment and supplies provided by the VCRU and/or the BCA.
15. **Survival of Terms.** The following clauses survive the expiration or cancellation of this Agreement: 10, Liability; 11, Audits; 12, Government Data Practices; and 13, Venue.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

1) STATE ENCUMBRANCE VERIFICATION  
Individual Certifies that funds have been encumbered as  
required by Minnesota Statutes §§ 16A.15 and 16C.05

2) DEPARTMENT OF PUBLIC SAFETY;  
BUREAU OF CRIMINAL APPREHENSION

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

SWIFT PO Number: 3-93155

Date: \_\_\_\_\_

3) GOVERNMENTAL UNIT

The 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: \_\_\_\_\_  
Trista Martinson

Title: Chair, Ramsey County Board of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mee Cheng

Title: Chief Clerk, Ramsey County Board of Commissioners

Date: \_\_\_\_\_

APPROVAL RECOMMENDED:

By: Bob Fletcher  
Bob Fletcher

Title: Ramsey County Sheriff

Date: 2/2/2024

APPROVED AS TO FORM:

By: Bradley Cousins  
Bradley Cousins

Title: Assistant Ramsey County Attorney

Date: 2/2/24

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

By: \_\_\_\_\_

Date: \_\_\_\_\_