

Transportation Committee

Meeting date: June 11, 2018

For the Metropolitan Council meeting of: June 27, 2018

Subject: Joint Powers Agreement between the Metro Transit Police Department and the Minnesota Bureau of Criminal Apprehension's Human Trafficking Task Force

District(s), Member(s): All

Policy/Legal Reference: Minnesota Statutes 471.59 and 473.407

Staff Prepared/Presented: Brian Lamb, General Manager, 612-349-7510
John M. Harrington, Chief of Police, 612-349-7201
AJ Olson, Deputy Chief of Police, 612-349-7202

Division/Department: Metro Transit / Metro Transit Police Department

Proposed Action

That the Metropolitan Council authorize the Regional Administrator to execute a Joint Powers Agreement (JPA) with the Minnesota Bureau of Criminal Apprehension (BCA), a division of the Minnesota Department of Public Safety, to allow the Metropolitan Transit Police Department to become an **Affiliate Member** of the Minnesota Human Trafficking Investigators Task Force (MNHITF).

Background

The BCA hosts a task force, the MNHITF, dedicated to targeting crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking. Agencies that elect to become members of the MNHITF assign at least one investigator full time to the task force and their offices are then housed at the BCA Headquarters in St Paul.

Agencies also have the option of becoming an **Affiliate Member**. Affiliate members do not assign an investigator to the MNHITF but their regular investigators work with the task force members as needed on cases of interest to both agencies.

Rationale

Metro Transit Police and Metro Transit Bus and Rail Operations continue to consider detection and prevention of human trafficking a high priority. Transit police officers and front-line transit employees alike have been given special training in recognizing the signs of human trafficking with an emphasis on facilitating the rescue of these young men and women who have been forced into the life. There are numerous benefits to affiliate members. Intelligence data is freely shared with affiliates and they are invited to regular briefings. Affiliates may also use the task force as a "clearing house" to gain information on possible suspects or victims and to deconflict cases to ensure that two agencies are not working the same case at cross purposes. The MNHITF offers support for search warrant applications and service. The task force will also make specialized training available to members and affiliate members may also apply for limited overtime reimbursement when investigators work on specific cases with or for the task force.

Thrive Lens Analysis

Execution of this JPA will support the Council's Thrive Outcomes of Stewardship, and Livability.

- Maintaining the ability to apply for reimbursement for overtime expenses from grant funds awarded the BCA demonstrates the Council's commitment to **Stewardship** of public financial resources.
- Continuing to attack human trafficking and sending the message that you may not use the transit system to facilitate this crime against women and youth will improve the **Livability** of the transit system.

Funding

There is no expense to becoming an affiliate member of the task force nor is there a minimum time commitment required for affiliate membership. Affiliate membership does allow the agency to apply for limited reimbursement of overtime expense when appropriate.

Known Support / Opposition

The JPA has been reviewed by the Council's Procurement Department, Risk Management, and the Office of the General Counsel. There is no known opposition to this action.



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 the Metropolitan Council on behalf of its Transit Police Department (“Governmental Unit”),

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 and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force (“MNHITF”) as an affiliate member.

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 December 31, 2019, unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1 Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
- 3.2 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.3 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.4 Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.5 Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
- 3.6 Affiliate Task Force members must be able to dedicate sufficient time to the task force to

complete their assigned duties for the duration of the term of this Agreement.

3.7 Investigators must be licensed peace officers.

3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.

3.9 Affiliate members will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.

3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.

3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a monthly basis.

3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.

3.13 Affiliate members must deconflict case investigations with the MNHITF deconfliction system.

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 MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.

4.1.3 Assign, on a part-time basis, one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF 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 MNHITF 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 MNHITF meetings in order to share information and resources among the MNHITF members.

4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.

4.2 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. Payment

5.1 Governmental Unit must first submit a written request for funds and receive approval for the funds from BCA.

5.2 Governmental Unit must supply original 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 date of the invoice with payment made to the address listed above.

6. Authorized Representatives

The BCA's Authorized Representative is:

Name: Jeffrey Hansen, Deputy Superintendent
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: jeff.hansen@state.mn.us

The Governmental Unit's Authorized Representative is:

Name: A. J. Olson, Deputy Chief
Address: Metro Transit Police
2425 Minnehaha Ave. South
Minneapolis, MN 55404
Telephone: 612-349-7202
E-mail Address: Aj.olson@metrotransit.org

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 BCA 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 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.

10. 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.

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 MNHITF Commander all investigative equipment that was acquired under this Agreement.

13. 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. AGENCY

Name: _____

(PRINTED)

Signed: _____

Title: _____

Date: _____

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____