



OWATONNA POLICE DEPARTMENT

**204 East Pearl Street
Owatonna, MN 55060**

INTEROFFICE MEMORANDUM

Date: March 10, 2021

To: Kris M. Busse, City Administrator

From: Keith E. Hiller, Chief of Police

**RE: AMENDMENT 1 TO STATE OF MINNESOTA JOINT POWERS AGREEMENT—HUMAN
TRAFFICKING INVESTIGATORS TASK FORCE**

The City of Owatonna on behalf of its Police Department is in a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension (BCA) that will use a three-pronged approach to combat human trafficking and sexual exploitation of children: **prevention, education and enforcement.**

This joint powers agreement (JPA) allows the Owatonna Police Department to work human trafficking and sexual exploitation of children cases with the BCA and other affiliates. The BCA is a statewide governmental agency with resources that fit within the three-pronged approach.

In the JPA, I have been identified as the City of Owatonna's Governmental Unit's Authorized Representative.

Amendment 1: The MN Public Utilities Commission has issued a permit to Enbridge for the Line 3 pipeline replacement project. As a result, Enbridge created a Public Safety Escrow Account that will make funds available to public safety providers involved in human trafficking enforcement investigations having a nexus to the project. The Owatonna Police Department may be entitled to reimbursements.

BUDGET IMPACT: \$0.00

STAFF RECOMMENDATION: I recommend approval of Amendment 1 to the existing State of Minnesota JPA to combat human trafficking and sexual exploitation of children. I request permission by the City Council to be authorized as the City of Owatonna's Authorized Representative and be granted the authority to be a signer on the attached JPA (Amendment 1).



State of Minnesota Joint Powers Agreement Human Trafficking Investigators Task Force Amendment 1

SWIFT Contract Number: 171621

Agreement Start Date:	<u>3/23/2020</u>	Total Agreement Amount:	<u>\$0.00</u>
Original Agreement Expiration Date:	<u>3/22/2025</u>	Original Agreement:	<u>\$0.00</u>
Current Agreement Expiration Date:	<u>3/22/2025</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$0.00</u>

This Amendment is by and 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 Owatonna acting on behalf of its Police Department (“Governmental Unit”).

Recitals

1. The BCA has a Joint Powers Agreement with the Governmental Unit identified as SWIFT Contract Number 171621 (“Original Agreement”) providing for the Governmental Unit’s coordination with the Minnesota Human Trafficking Investigators Task Force (“MNHITF”) in human trafficking investigations and prosecution.
2. The BCA and the Governmental Unit wish to include human trafficking investigations directly associated with and corresponding to the Line 3 pipeline replacement project under construction by Enbridge, Incorporated.
3. The BCA and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 14, “Special Provisions for Line 3 Pipeline Replacement Project” is added to the Original Agreement as follows:

14. Special Provisions for Line 3 Pipeline Replacement Project

14.1 The Governmental Unit:

14.1.1 Acknowledges the Minnesota Public Utilities Commission (“PUC”) has issued a permit to Enbridge, Incorporated (“Enbridge”) for the Line 3 pipeline replacement project (“Project”) and as a requirement for issuance of the permit, Enbridge created a Public Safety Escrow Account whereby Enbridge will make funding available to public safety service providers involved in human trafficking enforcement activities having a nexus to the Project.

14.1.2 Wishes to participate in human trafficking investigations and operations related to the Project and receive reimbursement for funds expended by the Governmental Unit.

14.1.3 Enters into this Amendment with the purpose of receiving funding reimbursement for human trafficking investigations and operations related to the Project.

14.2 Project Reimbursement Requests and Payments. The following reimbursement and payment provisions supplement and are independent of Clause 5, Payment, and become effective upon execution of this Amendment.

14.2.1 Governmental Unit will submit in advance a written request explaining any fund reimbursement and must receive written pre-approval from the MNHITF Commander or his/her designee for the reimbursement before proceeding.

- 14.2.2 The Governmental Unit will only be reimbursed for the following pre-approved expenses: 1) overtime salary including fringe benefits; 2) equipment and supplies; 3) training and training-related expenses. All reimbursable expenses must directly correspond to human trafficking services pursuant to this Agreement.
- 14.2.3 Governmental Unit will submit all pre-approved reimbursement requests to the MNHITF Commander or his/her designee, such requests made using the **Minnesota Human Trafficking Investigators Task Force Outside Agency Reimbursement** form which will be provided to the Governmental Unit by the BCA.
- 14.2.4 Governmental Unit shall supply original receipt(s) or other expenditure documents acceptable to the BCA in order to be reimbursed for pre-approved reimbursement requests.
- 14.2.5 Reimbursement requests properly pre-approved and submitted by the Governmental Unit will be reviewed by the MNHITF Commander or his/her designee. Upon approval by BCA, the reimbursement request will be forwarded to the Department of Public Safety's designated Line 3 public safety liaison for additional review and approval. Upon approval by the liaison, the reimbursement request will be forwarded to the Public Utilities Commission's Executive Secretary for processing and payment by Enbridge. Reimbursement to the Governmental Unit will be made directly by Enbridge to the Governmental Unit using its Public Safety Escrow Account until all Escrow Account funds have been expended.
- 14.2.6 Reimbursements to the Governmental Unit will be paid to:
Owatonna Police Department
204 E Pearl Street
Owatonna, MN 55060

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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| <p>1. GOVERNMENTAL UNIT
 <i>Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.</i></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>2. DEPT. OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION
 <i>Individual certifies the applicable provisions of Minn. Stat. 16C.08, subdivisions 2 and 3, are reaffirmed.</i></p> <p>By: _____
 <i>(with delegated authority)</i></p> <p>Title: _____</p> <p>Date: _____</p> |
| | <p>3. COMMISSIONER OF ADMINISTRATION
 <i>As delegated to the Office of State Procurement</i></p> <p>By: _____</p> <p>Date: _____</p> |