



**City of North St. Paul
City Council
Workshop Meeting Agenda**

**February 6, 2024
5:15 PM**

The City Council Workshop Meeting will be conducted on **February 6, 2024** at 5:15 p.m. in the Council Chambers at City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public interested in joining remotely can connect with the following information:

The **February 6, 2024** Zoom meeting can be accessed at <https://tinyurl.com/NSPCityCouncil> (from a PC, Mac, tablet, iPhone, or Android device) or by phone at 1-929-205-6099
Meeting ID: 84409094358

You can also watch the meeting on our YouTube channel here: tinyurl.com/NSPYouTube

I. Call to Order

II. Roll Call

Council Member Cole
Council Member Schweer
Council Member Wong
Council Member Nordby
Mayor Monge

III. Adopt Agenda

IV. Topic(s)

- A. Ramsey County 2024 McKnight Road Mill and Overlay Project
- B. Consider approving Joint Powers Agreement and authorize entering into a partnership with the State of Minnesota BCA Violent Crime Reduction Unit

V. Other Business

VI. Adjournment

The next regularly scheduled City Council Workshop meeting is February 20, 2024.

**To**

Honorable Mayor Monge and City Council

Date

February 6, 2024

Agenda Placement # IV.A

Topic(s)

Subject

Ramsey County 2024 McKnight Road Mill and Overlay Project

Background/Facts

Ramsey County Public Works is planning to overlay McKnight Road in 2024 which will be presented to City Council at the Regular Council meeting and included in the agenda under City Business. Staff will provide a brief overview with some historical context at the Workshop and answer questions. Summary information is attached here as prepared by Ramsey County staff. Additional supplemental information is also included in the Regular City Council Meeting agenda packet.

Recommended Action

Information and Discussion Only.

Attachments

1. 2024 McKnight M&O Write-Up by Ramsey County

Respectfully submitted,
Morgan Dawley, City Engineer

2024 McKnight Mill & Overlay Project

Brief History:

This segment of McKnight Road from 11th Avenue to County Road D is included in Ramsey County's 2023-2027 Transportation Improvement Program (TIP). This project was added to the TIP following Ramsey County's 4 to 3 Lane Conversion Study, finalized in November of 2020.

The results of the conversion study showed that McKnight Road would make a good candidate for a conversion to a 3-lane road. It has become Ramsey County's policy to eliminate four-lane undivided roadways when surface improvements are made, as they hold the highest urban crash rate of any road configuration within Minnesota.

This project will include a 3-inch mill & overlay to address McKnight's deteriorating pavement, as well as reconstructing failing storm catch basins as needed. It was moved from our 2022 and 2023 program years in order to allow the City of North St. Paul to complete water main improvements. With those utility improvements completed, the County will move forward with this project in 2024. This mill & overlay falls under our Pavement Preservation Program, and as a preservation project it will be paid for at 100% Ramsey County cost.

City Council Support:

By converting McKnight to a 3-lane road within the project limits, this will allow room to accommodate a 7-foot bike lane on both sides of the road. The Ramsey County Active Living Council has identified needs for bike lane connectivity in this area. This has increased our project limits to include re-striping the I-694 bridge to allow bikes access over the highway. This will provide connectivity to Maplewood's existing bike trail near Gall Avenue, Playcrest Park at Lydia Avenue, Casey Lake Park near Shawnee Drive, North Haven Church at 14th Avenue, as well as the many school facilities East of McKnight. **This would require the North St. Paul city council to support the project with a no-parking ordinance from 13th Avenue to Beam Avenue.**

Following our preliminary design phase, on November 16th, 2023, the County held a public engagement event at the District Education Center in North St. Paul to collect feedback from the community on the design. While there was feedback supportive of the planned bike lanes, there was also feedback from residents on McKnight between Mohawk Road and Beam Avenue that was opposed to the loss of their existing parking. Ramsey County did complete a parking study from September 19th to October 15th that showed existing parking to be under-utilized, supporting on average 2 to 5 cars throughout project limits. However, as an alternative to bike lanes from 13th Avenue to Beam Avenue, Ramsey County is willing to provide an 8-foot shoulder as an un-designated, multi-use shoulder. This option would allow the shoulders to remain bikeable, but also maintain the existing parking. With the County's goal to provide connectivity via our All-Abilities Transportation Network Policy, we would only look to maintain the existing parking, and not provide additional parking on the multi-use shoulder. **This would require the North St. Paul city council to support the project with a no-parking ordinance from 13th Avenue to Mohawk Road, where there currently is no parking today.**

Ramsey County will proceed with one of these two options. We are willing to pursue whichever option the council is most willing to support.

Schedule:

This road segment will be included as part of Ramsey County's 2024 Pavement Preservation project, which is set to bid in May 2024. **In order to incorporate this design decision into the final plan set prior to bidding, we are requesting notice of a preferred option from the council be provided to us by February 29th, 2024.**



To	Date
Honorable Mayor Monge and City Council	February 6, 2024

Agenda Placement # IV.B

Topic(s)

Subject

Consider approving Joint Powers Agreement and authorize entering into a partnership with the State of Minnesota BCA Violent Crime Reduction Unit

Background/Facts

SUBJECT: Consider approving Joint Powers Agreement and authorize entering into a partnership with the State of Minnesota BCA Violent Crime Reduction Unit.

Violent crime in Minnesota accounted for 6.1 percent of all offenses reported in 2022. There were 16,119 total violent crimes for the year 2022. Compared with the 17,631 total violent crimes reported for 2021; 14,495 in 2020; 12,371 in 2019, and 12,406 in 2018.

The number of violent crimes for the state was 281.9 per 100,000 population.

- Murder — Offenses involving murder totaled 182 in 2022 in Minnesota.
- Rape — There were 2,329 rapes reported in 2022.
- Robbery — There were 3,266 robberies reported in 2022.
- Aggravated Assault — Offenses involving aggravated assault totaled 10,342 in 2022.

Throughout Minnesota in 2022, there were 18,020 victims of domestic violence incidents, including victims of assault, murder, aggravated assault, rape, and intimidation.

In North St. Paul, 2023 Violent Crimes included 152 Domestic Assaults, 33 VOOP, 29 Assaults, 5 Child Abuse, 12 CSC, 1 Homicide, 4 Robbery, 11 Shots Fired, 9 Weapons.

In the past three years in North St. Paul, there have been numerous violent crimes and complex investigations, including three homicides, multiple stabbings, a firearms manufacturing operation, reckless burglaries of several businesses, numerous illegal firearms without serial numbers, numerous firearms in possession of ineligible people, and great amount of deadly controlled substances removed from our community.

Violent crime is impacting many communities throughout Minnesota, including North St. Paul. Violent crime erodes quality of life in the impacted communities by affecting victims, families, businesses, witnesses, neighbors, and perceptions.

In response to the growing violent crime trends, in 2023, the Minnesota legislature approved funding for a Violent Crime Reduction Support Initiative within the Minnesota Bureau of Criminal Apprehension and the Minnesota Department of Public Safety.

This initiative incorporates three components to assist Minnesota law enforcement in combatting violent crime:

1. A Violent Crime Support Unit within the BCA Forensic Science Services.
2. Analytical and operational support within the Criminal Information and Operations Section (CIOS).
3. A violent crime investigative partnership to provide support to local agencies across the state investigating violent crimes, violent criminal organizations, carjackings, auto thefts, and disrupting plots of mass violence before they occur.

This initiative will combine BCA agents, analysts, and other personnel to provide assistance to communities combating violent crime through an information-driven approach to precisely target those who are committing violent acts in our communities.

In December 2023, North St. Paul Police Department was chosen to be one of the few agencies in Minnesota to be a part of the Violent Crime Reduction Investigative partnership.

In accordance with the partnership and Joint Powers Agreement, the North St. Paul Police Department would assign one police officer to serve on the Violent Crime Reduction Unit (VCRU). The assigned officer would be responsible for responding and working jointly on violent crimes affecting our communities, including illicit firearms trafficking crimes, homicides, assaults, car-jackings, and other cases involving dangerous fugitives.

Also, in accordance with the Joint Powers Agreement, the North St. Paul Police Department will receive the full reimbursement of the costs for the assigned FTE, including salary, fringe and overtime costs. All equipment such as radios, computers, body-worn cameras and a vehicle would also be provided through funding appropriated by the legislature.

Given the full reimbursement that this agreement provides, North St. Paul Police Department anticipates assigning an experienced officer to this position and then hiring a new officer to back-fill the vacancy. This would increase our licensed peace officer FTEs by one for the duration of this agreement. The current agreement is allocated for three years and could be extended beyond the initial three years. There are no match requirements from the city.

In the event the funding was not extended beyond three years, there is no requirement or obligation for the City to continue the position or the funding. If funding is not extended beyond three years, the assigned officer would either return to our current sworn strength through attrition or we could identify grant opportunities to continue the

position.

Budget

The Violent Crime Reduction Unit position is fully funded through State of Minnesota funding – including salary, benefits, vehicle, equipment and training. There is no match requirement from the City of North St. Paul.

Benefits to North St. Paul

- Recruitment and retention
- Search warrant assistance and execution
- Reduction in hours and costs for responses to major crimes in our area due to the additional resources that are provided through our collaborative involvement
- Additional resources for on-going investigations
- Local crime reduction through enhanced investigations
- Local violent offender apprehension assistance
- Fully funded additional FTE
- Additional training

Staff Review

- NSP Finance Director Dan Winek reviewed and supported the Joint Powers Agreement. Director Winek confirmed that this Agreement provides full reimbursement for the North St. Paul officer assigned to this position, allowing us to hire an additional officer, at no cost to the City.
- North St. Paul City Attorney reviewed the JPA

Recommended Action

Attachments

1. 3 VCRSI Final APPROVED 1.26.2023
2. VCRU JPA Template 2024 Final

Respectfully submitted,
Phil Baebenroth, Police Chief

MINNESOTA DEPARTMENT OF PUBLIC SAFETY BUREAU OF CRIMINAL APPREHENSION

VIOLENT CRIME REDUCTION STRATEGY

This Governor recommends \$12,073,000 in FY 2024 and \$11,710,000 of ongoing funding starting in FY 2025 from the General Fund to combat continuing elevated violent crime in Minnesota. The recommendation will support the creation of a Violent Crime Reduction Support Initiative within the Minnesota Bureau of Criminal Apprehension (BCA) providing additional personnel placed in the BCA's Forensic Science Services Division and Investigations Division to develop and deliver further investigative, analytical and forensic support to the Minnesota criminal justice community.

Fiscal Year 2024 Cost	\$12,073,000.00
Ongoing Cost	\$11,710,000.00
Number of FTEs	51

This proposal includes three components to assist Minnesota law enforcement in combatting violent crime that would be coupled with education and prevention efforts:

1. A Violent Crime Support Unit within the BCA Forensic Science Services.
2. Analytical and operational support within the Criminal Information and Operations Section (CIOS).
3. A violent crime investigative partnership to provide support to local agencies across the state investigating violent crimes, violent criminal organizations, carjackings, auto thefts, and disrupting plots of mass violence before they occur.

This proposal will enable the BCA and all partner agencies to deliver a specific and enhanced response that these violent crime incidents require. Specifics of this proposal include:

Violent Crime Support Unit

The Violent Crime Support Unit (VCS) will be developed and operated under the F.I.R.S.T concept, leveraging the investigative power of Forensic Intelligence, Response, Support, and Testing. Progressive forensic technologies combined with traditional forensic screening processes will be prioritized to provide specialized services for violent crime investigations. This Unit will build upon existing efforts such as the National Integrated Ballistics Index Network (NIBIN), Rapid DNA and the Crime Scene Response program, integrating other evidence screening protocols currently used throughout the laboratory to address rush requests.

Consolidating and expanding current efforts into one Unit will allow for a more efficient delivery of expedited services, ultimately increasing the efficiency of each laboratory section through triaged testing practices. The emphasis on front-end forensic services will address the increased demand for expedited release of investigative leads.

Criminal Information & Operations Section

The CIOS is funded through grants and the General Fund. It has not been expanded in nearly a decade despite dramatic increases in obligations and needs from local and state law enforcement and the public specifically around violent crime. The proposal will increase programmatic capacity in two key areas:

- Response to support requests from local, state and federal agencies.



- Analytical support from subject-matter experts on violent criminal activity (including carjackings), terrorism, mass violence, narcotic trends, cyber threats, human trafficking, and other public safety concerns. Improving capacity in this area improves the BCA's ability to share precise and specific information with partner agencies that can drive investigations.
- The proposal funds additional special agents who would be assigned to the FBI's Joint Terrorism Task Force to increase information sharing, create additional investigative capacity to address increased threats to our state. In particular, these agents would create state capacity, working with our federal partners to investigate terrorism, home grown violent extremists, hate crimes, and threats to our schools and faith based institutions. The state currently lacks adequate capacity to do this on a 24/7 basis. Reports received of persons threatening violence in our communities are received 24/7 and are often time sensitive and have life and death consequences if not handled immediately.
- Tips about potential school violence submitted via the threat reporting mobile app are not monitored 24/7, creating the potential for information to be missed or delayed. Often these tips require additional law enforcement and/or school officials' actions to determine the veracity of the threat.
- Racially sensitive incidents involving law enforcement may result in civil unrest that may require 24/7 operational support from CIOS civilian criminal intelligence analysts.

Information and investigations conducted by the FBI Joint Terrorism Task Force may have significant public safety consequences if not handled and shared in a timely manner.

Violent Crime Reduction Strategy Initiative (VCRSI)

As violent crime has increased in Minnesota, many agencies have experienced challenges in recruiting and retaining personnel. There are a variety of reasons why this has occurred, but this has created significant strains on agencies' ability to handle violent crime trends as they may have in the past. For example, the BCA has assigned as many as 14 agents and analysts to the city of Minneapolis since April 2022 to help with various violent crime cases such as shootings, homicides, and carjackings as well as locate violence-related wanted persons.

These teams have had success in reducing violent crime working with local, state and federal partners and community groups. However, this staffing is not sustainable as all of these agents and analysts were drawn away from other investigative activities requiring their attention, creating gap in BCA's delivery of services to the rest of the state. Therefore, the BCA proposes the creation of one team with two focuses:

- i. **Violent Crime Investigations:** This team will address violent crimes including those involving firearms, gang activities, etc.
- ii. **Vehicular Crime Investigations:** This team will respond to incidents such as auto thefts, carjackings (including those involving assaults), etc.

Both VCRSI teams will work with civilian criminal intelligence analysts and forensic science laboratory personnel, including CIOS and the VCS to strategically identify those involved in acts of violence or other threats to public safety across Minnesota. Analytical support personnel would review the large amount of information which is currently received and ensure it is shared with all agencies who have a vested interest. Those serving as operational support would provide case-specific analysis to the requesting law enforcement agency or BCA Special Agent. Civilian criminal intelligence assigned to this work and those in the CIOS would work closely together to identify criminal trends for the state of Minnesota.



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 {insert full legal name of MN political subdivision and its mailing address, e.g. County of Blue Earth acting on behalf of its Sheriff’s Office, 401 Carver Road, P.O. Box 228, Mankato, MN 55602} (“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:
Address:
Telephone:
Email:

If the 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.

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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
Number: _____

PO
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.

4) COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

By: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____