

City of Hastings

City Council Memorandum

To: Mayor Hicks & City Councilmembers
From: Bryan D. Schafer, Chief of Police
Date: December 2, 2013
Item: Resolution Approving the State of Minnesota Joint Powers Agreements with the City of Hastings on Behalf of its City Attorney and Police Department regarding the Minnesota Internet Crimes Against Children Task and Renewal of Minnesota Internet Crimes Against Children Taskforce (MICAC) Joint Powers Agreement (JPA).

Council Action Requested:

Approval of attached resolution and renewal of MICAC Joint Powers Agreement.

Background Information:

The Hastings Police Department seeks to renew the MICAC Joint Powers Agreement, as a member agency in the Minnesota Internet Crimes Against Children (ICAC) Task Force. Minnesota ICAC is a federally funded initiative that provides member agencies with training, equipment, expenses, and, when necessary, overtime funding, to combat and investigate the exploitation of children through the use of computers. The fundamental objective of the Task Force is to use a three-pronged approach to respond to and address internet crimes against children: prevention, education, and enforcement.

Several Dakota County law enforcement agencies have investigative representatives on the ICAC Task Force. Hastings Police Department's involvement in the Task Force will continue development of our internal technical capability to more quickly complete computer forensics in on-line sexual predator and child pornography cases.

Research has shown that over 50% of offenders who participate in the manufacturing and/or trading of child pornography also engage in direct sexual victimization of children. This grim statistic, along with importance of and accessibility to the internet, make this an important public safety issue for the protection of our children

Financial Impact:

None.

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Resolution
- Joint Powers Agreement Renewal - MN Internet Crimes Against Children Taskforce

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF HASTINGS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Hastings on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and /or facilitated by or through the use of computers:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hastings, Minnesota as follows:

1, That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through Its Department of Public Safety, Bureau of Criminal Apprehension and the City of Hastings on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Chief of Police, Bryan D. Schafer, or his successor, Is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota regarding the Minnesota Internet Crimes Against Children’s Task Force.

To assist the Authorized Representative with the administration of the agreement, Records Unit Manager Mary Cofer is appointed as the Authorized Representative's designee.

3. That the City Administrator, Melanie Mesko Lee, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota regarding the Minnesota Internet Crimes Against Children’s Task Force.

To assist the Authorized Representative with the administration of the agreement, City Attorney Daniel Fluegel is appointed as the Authorized Representative's designee.

4, That Paul J. Hicks, the Mayor for the City of Hastings, and Julie Flaten, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 2nd Day of December, 2013

CITY OF HASTINGS

By: Paul J. Hicks
Its Mayor

ATTEST: _____
By: Julie Flaten
Its City Clerk

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Bureau of Criminal Apprehension

1430 Maryland Avenue East • Saint Paul, Minnesota 55106-2802
 Phone: 651.793.7000 • Fax: 651.793.7001 • TTY: 651.282.6555
<http://bca.dps.mn.gov>

August 7, 2013

Hastings Police Department
 Attn: Inv. Craig Nowlan
 150 Third Street East
 Hastings, MN 55033 55033

Dear Inv. Craig Nowlan:

Once again, it is time to renew our Joint Powers Agreement (JPA). Our current JPA has expired. The new JPA shall remain effective through May 31, 2016.

Enclosed you will find three copies of the Joint Powers Agreement (JPA) from the State of Minnesota. All three copies must be signed by a representative of your jurisdiction's governing body, i.e., designated city council member, city manager, county commissioner, etc. All three copies must be signed and returned to the Minnesota Bureau of Criminal Apprehension (BCA).

Before the JPA can be implemented, the MMB (Minnesota Management and Budget) requests a signed resolution in addition to the signed JPA. The resolution grants legal authority for signing contracts for the cities and counties identified. Failure to provide the resolution in addition to the three copies of the JPA will result in a delay. Upon final review and approval of the signed agreements, the BCA will return a copy of the approved and signed JPA to your agency.

Thank you for your agency's dedication and commitment to the Minnesota Internet Crimes Against Children Taskforce (MICAC). Your agency has joined approximately 100 other state and federal law enforcement agencies throughout the State of Minnesota who have made the formal commitment to protect our children from exploitation by online sexual predators.

Regards,

Donald Cheung
 MN ICAC Commander
 Minnesota BCA



EQUAL OPPORTUNITY EMPLOYER

Contract No. 62661

Minnesota Internet Crimes Against Children Task Force

Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, Subd. 10 & 12, and City of Hastings, acting through its Hastings Police Department, located at 150 Third Street East, Hastings, 55033, ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 10,

Whereas, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

Whereas, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

Whereas, the Grantee is the recipient of a federal grant (attached to this Agreement as Exhibit A) disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

Whereas, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force.

Now Therefore, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children: **prevention, education and enforcement**; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards contained in Exhibit B attached to this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this

Contract No. 62661

Agreement, including conducting undercover operations relative to ICAC, ; a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojdp.gov/programs/progsummary.asp?pi=3#Resources> ; and

3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits prevail; and
4. The Undersigned Law Enforcement Agency and the Grantee agree that 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 Grantee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01 - 466.15, and other applicable law; and
5. All members of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same Law Enforcement Agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within 30 days of the date of invoice, with payment made out to the City of Hastings and mailed to the Hastings Police Department, 150 Third Street East, Hastings, MN, 55033.
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander or his designee for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJDP. In addition, under Minn. Stat. § 16C.05, subd. 5, the Undersigned law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources

Contract No. 62661

amongst the multiple entities; and

11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System (CPPS) pursuant to the OJJDP guidelines; and
12. The Undersigned Law Enforcement Agency shall provide the Minnesota ICAC Task Force Commander in a timely manner all investigative equipment that was acquired through OJJDP grant funding; in the event that future federal funding is no longer available, the Undersigned Law Enforcement Agency decides to dissolve its binding relationship with the Minnesota ICAC Task Force and the State of Minnesota Department of Public Safety, or the Undersigned Law Enforcement Agency breaches the Agreement.
13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
 - A. Investigations by the Undersigned Law Enforcement Agency under this agreement should be conducted in accordance with the OJJDP ICAC Task Force Program Standards contained in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander through the term of this agreement or until all Federal funds under the OJJDP grant have been expended, whichever comes first.
 - B. The Grantee has a **TOTAL** Expense Budget of \$347,101.00 that was approved under the OJJDP Internet Crimes Against Children ("ICAC") Grant for investigative hours and expense reimbursement. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A., to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander.
14. 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.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
16. **Terms of this agreement:**
This Agreement shall be effective on the date the Undersigned Law Enforcement Agency obtains all required signatures under Minn. Stat. § 16C.05, Subd. 2, and shall remain in effective through May 31, 2016 unless terminated or canceled. Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to July 1, 2013 for overtime

Contract No. 62661

salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Section B. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.

1. Undersigned Law Enforcement Agency

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title
Undersigned Law Enforcement Agency

Date

Joe Hoyle
Lieutenant

8-21-13

Title:
City of Hastings

Date

Title:
City of Hastings

Date

Mayor or Board Chair
City of Hastings

Date

Contract No. 62661

2. Department of Public Safety,
Bureau of Criminal Apprehension

Name: _____

Signed: _____

Title: _____

(With delegated authority)

Date

3. Commissioner of Administration

By and Title

MN Department of Administration

(With delegated authority)

Date