

PUBLIC SAFETY COMMITTEE

11-0226R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA, COMMISSION OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION, PROVIDING FOR THE CITY OF DULUTH POLICE DEPARTMENT TO CONTINUE PARTICIPATION IN THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a joint powers agreement with the state of Minnesota, department of public safety, bureau of criminal apprehension, providing for the continued participation by the city of Duluth police department in the Minnesota internet crimes against children task force program. The state of Minnesota is the recipient of a federal grant 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 incurred by law enforcement as a result of these investigations. The city of Duluth police department, by participating in this program, will be eligible to seek reimbursement of training and equipment expenses incurred in the investigation of such crimes.

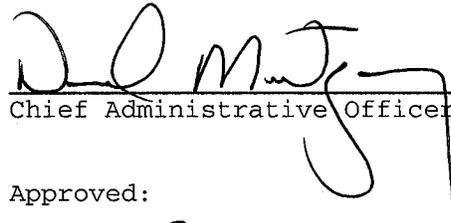
FURTHER RESOLVED, that the proper city officials are hereby authorized to execute a joint powers agreement for the current grant cycle as well as the grant cycle that will commence June 1, 2011 (the 2011-2012 ICAC grant cycle).

FURTHER RESOLVED, that said joint powers agreement shall be substantially in the form of Public Document No. \_\_\_\_\_, on file in the office of the city clerk.

Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DPD/ATTY TL:dma 04/29/2011

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute an agreement to continue participation in the Minnesota Internet Crimes Against Children Task Force (MICAC) Program. The state of Minnesota is the recipient of a federal grant disbursed by the Office of Juvenile Justice and Delinquency Prevention 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 which are incurred by law enforcement as a result of such investigations. The Minnesota Bureau of Criminal Apprehension (BCA) will become the new Minnesota ICAC grant administrator, taking over this responsibility from the city of St. Paul. As the new grant administrator, the BCA is requiring each law enforcement agency to sign the Joint Powers Agreement (JPA) provided by the BCA. The MICAC federal grant cycle expires on May 31, 2011. The state of Minnesota requires that the JPA correspond to the annual federal grant cycle. Therefore, this JPA will expire on May 31, 2011, and the BCA is requiring that a new JPA be signed prior to June 1, 2011. The city is requesting authorization to sign both of these JPA's, since the execution of these JPA's will occur within a few weeks of each other.

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 Duluth, acting through its Duluth Police Department, located at 411 West 1<sup>st</sup> Street, Duluth, MN 55802, ("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 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 contained in Exhibit C attached to this Agreement; 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 Duluth and mailed to the Duluth Police Department, 411 West 1<sup>st</sup> Street, Duluth, MN 55802.
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 OJJDP. 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 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 \$320,000.00 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, 2011 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 September 13, 2010 for**

**overtime 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.

*Mark Roney - Police Chief*  
By and Title  
Undersigned Law Enforcement Agency

5/02/11  
Date

\_\_\_\_\_  
Title:  
City of Duluth

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title:  
City of Duluth

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor or Board Chair  
City of Duluth

\_\_\_\_\_  
Date

**2. Department or 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