



To: Mayor and City Council

Agenda Item #: V.O.

From: David Nelson, Chief of Police

Action

Discussion

Date: January 6, 2015

Information

Subject: Resolution No. 2015-09 Authorizing State of Minnesota Income Contract With The State of Minnesota Financial Crimes Task Force.

Action Requested:

That the Edina Police Department be authorized to accept income contract with the Minnesota Financial Crimes Task Force (MNFCTF), which is administered by the State of Minnesota. The goal of MNFCTF is to investigate and prosecute identity theft and related financial crimes.

INFORMATION/BACKGROUND:

The Edina Police Department first partnered with the MNFCTF in 2001. The partnership with the MNFCTF partners Edina officers with local, county, state, and federal law enforcement personnel. Many financial cases involving identity theft and organized criminal groups are seldom restricted to city borders. The MNFCTF has a positive record of prosecuting cases that start locally and become federal cases with national connections. The partnership allows us to work our local cases and also cases discovered anywhere in the United States that lead back to Edina. This income contract would allow the Edina Police Department to be compensated for salary and benefits up to \$20,000.00.

ATTACHMENTS:

Resolution 2015-09

Income Contract

RESOLUTION NO. 2015-09

RESOLUTION APPROVING CONTRACT FOR OFFICER SERVICES – CITY OF EDINA AND STATE OF MINNESOTA BUREAU OF CRIMINAL APPREHENSION

WHEREAS, THE PARTIES ENTER INTO THIS Agreement pursuant to Minnesota Statutes, Section 471.59;

WHEREAS, the City and State are interested in a mutually beneficial partnership to provide services for the citizens of the State;

WHEREAS, the City and State would like to optimize efficiencies to curb financial crime;

WHEREAS, the City and State would like to continue to improve understanding and promote respect between the police; the State: and community.

WHEREAS, the City provides police officer services for the Financial Crimes Task Force and;

WHEREAS, it is the desire for both parties to make provision for services in accordance with this agreement.

BE IT FURTHER RESOLVED that the City Council is now hereby authorizing the City of Edina Mayor, City Manager and Chief of Police to execute the renewal of the Agreement for Minnesota Financial Crimes Task Force Services between the City of Edina and the State of Minnesota.

Dated: January 6, 2015

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)
CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of January 6, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, _____.

City Clerk

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension – Financial Crimes Task Force, 1430 Maryland Avenue East, St. Paul, MN. 55106 (“State”) and the Edina Police Department (“City”), whose designated business address is 4801 W. 50th Street Edina, MN 55424 (“Governmental Unit”).

Recitals

1. Under Minn. Stat. § 471.59 the State is empowered to enter into income contracts.
2. The State is in need of Detective Joel Moore from Edina PD, who is integral to a large scale multi-jurisdictional federal case for the Minnesota Financial Crimes Task Force.
3. The State represents that it is duly qualified and agrees to provide the financial obligation described in this contract.

Contract

1 Term of Contract

- 1.1 *Effective date:* January 1, 2015.
- 1.2 *Expiration date:* June 30, 2015.

2 State's Duties

The State will reimburse the Edina Police Department up to \$20,000.00 for the Detective (Joel Moore), which is assigned to the Bureau of Criminal Apprehension Financial Crimes Task Force (State), including salary, taxes, insurance, etc. (All salary and fringe benefits associated with such employee up to \$20,000.00.) This employee will work on BCA Financial Crimes Task Force cases as assigned by the Commander of the Minnesota Financial Crimes Task Force. This employee will follow all Edina Police Department standard operating procedures and policies.

3 Payment

The MN BCA Financial Crimes Task Force (State) will pay the Edina Police Department for all services performed by the Edina Police Department Detective (Joel Moore) under this contract as follows:

The total obligation of the BCA MN Financial Crimes Task Force (State) for all compensation and reimbursements to the Edina Police Department under this contract will not exceed \$20,000.00.

4 Authorized Representatives

The State's Authorized Representative is Assistant Superintendent Drew Evans; or Scott Mueller, Special Agent in Charge/Acting BCA MN Financial Crimes Task Force Commander – Metro Regional Office, MN Bureau of Criminal Apprehension 1430 Maryland Avenue E. St. Paul, MN. 55106, or his successor.

The Edina Police Department Authorized Representative is Chief Dave Nelson, 4801 West 50th St. Edina, MN. 55424, or his successor.

5 Amendments, Waiver, and Contract Complete

- 5.1 *Amendments.* Any amendment to this contract 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 contract, or their successors in office.
- 5.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 5.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Edina Police Department. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Government Data Practices

The State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Edina Police Department under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the State or the Edina Police Department.

If the State receives a request to release the data referred to in this Clause, the State must immediately notify the Edina Police Department. The Edina Police Department will give the State instructions concerning the release of the data to the requesting party before the data is released.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Edina Police Department books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. STATE ENCUMBERANCE VERIFICATION

By: _____
Title: _____
Date: _____ P.O. Number _____

2. STATE AGENCY

By:  _____
(with delegated authority)
Title: **Drew Evans, Assistant Superintendent**
Date: 12-23-14

3. GOVERNMENTAL UNIT

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

Date: _____