



To: Mayor and City Council

Agenda Item #: IV. G.

From: David Nelson, Chief of Police

Action

Discussion

Date: February 3, 2015

Information

Subject: Resolution No. 2015-18. Authorizing Joint Powers Agreement with the State of Minnesota to replace Resolution (2015-09) signed on January 6th, 2015.

Action Requested:

That the Edina Police Department be authorized to enter in a Joint Powers Agreement 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. This replaces the income agreement in which the content of the Joint Purchase Agreement is materially the same as what the Council signed January 6th, 2015.

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 joint powers agreement would allow the Edina Police Department to be compensated for salary and benefits up to \$20,000.00.

ATTACHMENTS:

Resolution 2015-09
Joint Powers Agreement #88169

**AUTHORIZING EXECUTION
OF JOINT POWERS AGREEMENT
CITY OF EDINA AND STATE OF MINNESOTA**

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, as a requirement to continue in this program and approve funding, the City of Edina must authorize a Joint Powers Agreement between the City of Edina and the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension.

WHEREAS this Joint Powers Agreement will cover \$20,000 of an Edina Officers salary and benefits;

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 this Joint Powers Agreement on behalf of the Edina Police Department.

Adopted this 3rd day of February 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 February 3, 2015 and as recorded in the Minutes of said Regular Meeting.

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

City Clerk

This agreement 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 (BCA) (“State”) and the City of Edina, Police Department, whose designated business address is 4801 W. 50th Street, Edina, MN 55424 (“Government Unit”).

Recitals

Under Minnesota Statute 471.49, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The state is in need of the services of Detective Joel Moore from the Edina police Department, who is integral to a large scale multi-jurisdictional federal case for the Minnesota Financial Crimes Task Force.

Agreement

Term of Agreement

- 1.1 **Effective date:** January 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

Agreement between the Parties

The State is in need of the services of Detective Joel Moore to assist the Bureau of Criminal Apprehension’s Financial Crimes Task Force with a multi-jurisdictional federal case.

The State will reimburse the City of Edina Police Department up to \$20,000.00 of the full salary (including all salary and fringe benefits associated with such employee) for the assistance with the multi-jurisdictional federal case for the Minnesota Financial Crimes Task Force. 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 remain an employee of the City of Edina Police Department and will continue to be supervised and follow all Edina Police Department standard operating procedures and policies.

Payment

The State will reimburse the Governmental Unit for all services performed by the City of Edina Police Department’s Detective Joel Moore under this contract as follows

The total obligation of the State for all compensation and reimbursements to the Governmental Unit under this contract will not exceed \$20,000.00.

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 Governmental Unit’s Authorized Representative is Chief David Nelson, 4801 W. 50th Street., Edina, MN 55424, or his successor

Assignment, Amendments, Waiver, and Contract Complete

Assignment. The Governmental Unit may neither assign or transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

Amendments. 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.

Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

Contract Complete. This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes, Minn. Stat 3.736 and other applicable laws govern the State's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. 466.02, governs the Governmental Unity's liability.

State Audits

Under Minnesota Statute 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 State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this agreement.

Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State 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 Statute 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

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

Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Termination

Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other party.

Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of services covered here. Termination must be written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The state must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.