

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
February 12, 2024**

4:00 PM

**Council Chambers
206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee January 8, 2024 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report January 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending January 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2024.

3. Memorandum of Understanding (MOU) between the City of Moscow Police Department and Homeland Security Investigations (ACTION ITEM) - James D. Fry

Det. Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC) Taskforce, which is overseen by the Idaho Office of the Attorney General. His investigations are focused on ICAC cases, many of which are prosecuted in the federal courts.

The Attorney General's Office's ICAC employees and affiliates are obtaining their federal credentials to assist in investigating and prosecuting ICAC cases. The federal credentials allow for many benefits in these cases, including warrant service and returns, resources, equipment, and data collection. Homeland Security Investigations (HSI) is the criminal investigative branch of U.S. Immigration and Customs Enforcement. HSI is not involved with enforcing immigration laws but is directed to enforce federal criminal statutes nationwide. The Idaho Attorney's Office is seeking this MOU for the sole purpose of investigating ICAC cases.

PROPOSED ACTIONS: Recommend approval of the MOU between Homeland Security Investigations and the Moscow Police Department to enable Det. Mowery to obtain federal credentials to investigate ICAC cases; or provide staff further direction.

4. Approval of Resolution to Continue Participation in the Internet Crimes Against Children Unit Task Force (ACTION ITEM) - James D. Fry

Det. Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children

(ICAC) Task Force, which is overseen by the Idaho Office of the Attorney General (OAG) under the executed Memorandum of Understanding on July 1, 2018, and August 19, 2019. The OAG has solicited the City to execute a Revised Interagency Agreement to replace the previously executed Memorandum of Understanding. The City is requesting authorization for the Mayor to sign this Agreement and Appendices A, B, C, and D, and any amendment to the Appendices of this Agreement.

PROPOSED ACTIONS: Recommend approval of the Resolution for the Mayor to sign the Interagency Agreement for the ICAC Unit Task Force Agent and Appendices A, B, C, and D and any amendment to the Appendices of this Agreement or provide staff further direction.

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
January 8, 2024**

4:00 PM

**Council Chambers
206 E. Third St.**

The meeting was called to order at 4:00 P.M.

PRESENT: Hailey Lewis, Sandra Kelly, Bryce Blankenship

OTHERS: Mayor Art Bettge

STAFF: Bill Belknap, Cody Riddle, Mia Bautista, Megan Cherry, Laura Perrigo, Sarah Decker, Eric Warner, Alisa Anderson, Scott Bontrager, Taylor Riedner

REGULAR AGENDA

1. Selection of Committee Chair and Vice Chair (ACTION ITEM)

Elect incoming Public Works / Finance Committee Chair and Vice chair.

ACTION: Approve Committee Chair and Vice Chair

Council Member Hailey Lewis was selected as Chair and Gina Taruscio as Vice Chair.

2. Approval of Public Works/Finance Committee December 11, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

3. Disbursement Report December 2023 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending December 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of December 2023.

Decker introduced the item by highlighting major expenditures including a one-time employee stipend, the Palouse Mall AC Water Main project, a booster station phase 2 payment, and a Dell computer FY2024 order.

Belknap shared additional information regarding other various expenses paid. Typically, employee laptops have a 4-year service life and the recent computer order was larger than normal due to covid holdbacks in a previous year. The Public Ave expenditures included standard safety improvement projects from Polk to Lincoln. Janitorial cleaning services have improved from previous complications, and staff are satisfied with the agreement performance. POST Officer per diem payments were for officers to attend a 16-week training in Boise in order to be a certified law enforcement officer in the state of Idaho. The work for the Sixth Street Bridge is complete, however, there are still a few remaining payments and the final payment should be distributed within the next 60 days. HVAC and boiler upgrades were for the City Hall building. The aquatic center fence relocation expense was to expand the on the east side to include additional grass space that was not being utilized by the HIRC patrons.

The Committee authorized the use of digital signature, recommended approval, and placed it on the Council consent agenda.

4. First Quarter Financial Report October 1, 2023 to December 31, 2023 for FY2024 (ACTION ITEM) - Sarah Decker

Presentation of the financial report for the first quarter of Fiscal Year 2024 (October 1, 2023 to December 31, 2023).

PROPOSED ACTIONS: Approve the FY2024 First Quarter Financial Report, or provide staff with further direction.

Decker reviewed the Quarterly Financial Report located in the packet. At this time, staff would expect about 25% of the budget to be spent. Items listed at 100% are one-time transfers that are completed at the beginning of the fiscal year. The water fund debt service is already at 50% due to an early principal and interest payment made to the DEQ loan. The capital outlay in Fleet is at 150.95% due to the final payment for the new fire engine. Some budgets may be low due to construction season being later in the year and projects not yet starting, or not yet receiving state funds. Current total revenues are at 15.66% and expenditures are 13.99%. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Winterfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Cody Riddle

The Moscow Chamber of Commerce + Visitor Center is hosting its annual Moscow Winterfest on Saturday, February 3rd, from 12 pm to 4 pm on Main Street between 3rd and 6th Streets. The applicant anticipates nine licensed beer and/or wine vendors and ten non-alcoholic and/or food vendors, along with a variety of outdoor games and activities for all ages. Warming fires may be provided at the event at the determination of the Moscow Volunteer Fire Department. The event has been reviewed and approved as of December 5, 2023. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscow Winterfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Title 10, Chapter 1, Section 1-12; a draft resolution has been prepared for Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of the Entertainment District for Moscow Winterfest for the duration of the event; or provide staff with further direction.

Perrigo introduced the item by reviewing the downtown entertainment district request and the anticipated activities that will be involved. There will be 3 warming pits present during the event monitored by the Moscow Volunteer Fire Department. Sam Martinet (Chamber of Commerce) shared that they will staff the check-in tables and monitor the ID checks. The Chamber is still discussing options regarding drink mugs for future events. The Committee recommended approval and that it be placed on the Council consent agenda.

6. ~~Proposed Lot Line Adjustment at 2216 S Main St (ACTION ITEM) —Aimee Hennrich~~

~~The applicants are requesting a lot line adjustment between three parcels located at 2216 S Main Street. Parcel one is currently 2.02 acres in size, parcel two is 0.74 acres, and parcel three is 4.65 acres. As a result of the lot line adjustment, parcel one would decrease in size to 1.29 acres, parcel two would increase to 2.57 acres, and parcel three would decrease to 3.55 acres. The applicant is requesting the lot line adjustment to allow for the sale of a portion of the property. Parcel one is currently vacant land, parcel two is comprised of two buildings which contain various commercial uses including an automotive repair business, and parcel three is vacant land. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. Additionally, every lot shall abut a public street right of way for a minimum distance of 40 feet. All of the proposed lots meet this requirement.~~

~~**PROPOSED ACTIONS:** Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.~~

This item was removed from the agenda at the beginning of the meeting and will be discussed at a later date.

7. Selective Traffic Enforcement Program – Grant Application (ACTION ITEM) - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) is requesting to participate in the national grant program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS) for a fourth year. The program addresses traffic crashes resulting in fatal and serious injuries. Using problem identification, the agencies focus on issues addressing specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions. The MPD is requesting to submit a grant funding request due on January 31, 2025, for \$121,000 with an in-kind match of \$30,250.

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program requesting grant funding assistance of \$121,000 for FY2025, or provide staff further direction.

Anderson introduced the item by reflecting on previous grant applications and the success of the program. The amount awarded depends on how much money is available and how many entities apply. Federal funding will not always be ongoing. However, it is anticipated that it will be available for the next 3 years. Grant awards are offered in-kind. This program is separate from special mobilization programs which will be applied for later this year.

Officer Warner shared the details of the program and the uses of the funds awarded. The funds are reimbursement for the officers' time for patrol and replacement of some equipment such as radar devices.

The Committee recommended approval and that it be placed on the Council consent agenda.

8. Idaho Commission on the Arts Grant Application: Public Programs in the Arts (ACTION ITEM) - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY24, and would be deferred for use in FY25.

PROPOSED ACTIONS: Recommend approval of the Public Programs in the Arts (PPA) grant application for the current cycle, or provide staff further direction.

Cherry introduced the item by reflecting on the intent of the program and use of funds from previous grant awards. The City will see the funds by September of 2024 to be allocated to FY2025. The Committee recommended approval and that it be placed on the Council consent agenda.

9. Jackson & A Mural RFQ (ACTION ITEM) - Megan Cherry

Following the removal of the damaged mural at the City of Moscow building located at the corner of Jackson and A Streets in May 2023, the Moscow Arts Commission discussed and voted to recommend replacement of the public artwork. Arts staff conducted budget research by analyzing factors such as the cost per square foot and project scope in 13 calls for mural artwork posted between 2022 - 2023 in the United States. The \$31,850 project budget, funded by insurance coverage following the loss of the previous mural, will accommodate \$3,850 to be paid to a painting contractor to complete site prep, priming, and anti-graffiti clear coat; \$1,000 honoraria for up to three design finalists; and an artwork commission honorarium of \$25,000. The project is now set to move into the submission phase upon approval of the RFQ and artist agreements by City Council. At present, the project is slated for an initial submission period from February - March 2024, with the goal of completing installation at the

end of September 2024.

PROPOSED ACTIONS: Recommend approval of the RFQ and agreements, amend RFQ and agreements, or provide staff further direction.

Cherry introduced the item by sharing a timeline for the project with the intent to install the project by September 2024 with a life expectancy of 5-8 years. The mural space total is 1,260 square feet and the cost per square foot equates to \$19.84. Advertisement for the project is shared on multiple media platforms including Submittable, Press Releases, Social Media, and more. The Commission decided the theme of the mural should follow "Play", "Celebration" and "Transformation". Should there be a failed RFQ, the City has additional options such as extending the project or directly hiring an artist to create a piece.

Belknap shared that should there need any street closures the City would likely be able to coordinate it and waive the fees. The previous mural was themed around water conservation since that is where the source of funding came from.

The Committee recommended approval and that it be placed on the Council regular agenda.

10. Professional Service Prequalification Process Master Agreements Approval (ACTION ITEM) - Scott Bontrager

The City frequently requires the services of design professionals necessary for the design and construction of a variety of public utility, facility and other public construction projects. Idaho requires that procurement of professional service contracts with design professionals (professional engineers, architects, and landscape architects), construction managers, and professional land surveyors shall be based upon the qualifications and demonstrated competence of the provider of the required services. City staff solicited a Request for Statements of Qualifications (SOQ) on November 3, 2023 for Engineering agencies looking to be included or updated as part of the Professional Services Roster. Submittals were accepted until December 1, 2023. The City received SOQs from a total of 20 engineering firms. Staff is requesting authorization for the City to enter into a Master Services Agreement with those firms, specifying the terms and conditions for the provision of professional services on an on-demand task order basis to the City.

PROPOSED ACTIONS: Recommend approval of Professional Services Roster and allow City to enter into Master Services Agreements with respondents to the City's Statement of Qualifications, or provide staff further direction.

Bontrager introduced the item by reviewing the standard process which is done by the City every 3 years. Of the 20 received RFQs, 6 were new entities and 14 were familiar that the City has worked with in the past. Doing this process helps streamline projects going forward in the future that are greater than \$50,000. Staff did not see any surprises while receiving these RFQs and do not have any issues with any of the firms. Interested entities typically cover the northwest from Seattle down to Boise.

The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting adjourned at 4:55 P.M.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 12, 2024



AGENDA ITEM TITLE

Disbursement Report January 2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending January 31, 2024. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$3,309,264.65.

Payroll	\$1,237,953.00
Professional Services	\$85,656.00
Sanitation	\$321,743.00
Capital Outlay	\$48,748.00
Capital Outlay-Buildings	\$44,453.00
Capital Outlay-Vehicles	\$47,065.00
Capital Outlay-Improvements	\$519,456.00
Supplies	\$42,254.00
Utilities	\$98,669.00
Contractual Payments	\$690,953.00
ACH Wells Fargo	\$22,382.00
Total	\$3,159,332.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2024.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of January 2024.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. January Revenue Report 2024
2. Cash & Investments Balances - January 2024
3. Disbursement Report - January 2024
4. Major Expenditures - January 2024

RECEIPTS REPORT FOR JANUARY 2024

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	3,586,618.04	174,198.32	61,585.39	114,609.00	154,737.59	25,082.80	255,512.83	406,811.54	0.00	4,862.21	4,784,017.72
105	STREETS	454,122.54	0.00	0.00	513,786.07	0.00	233.00	0.00	154.00	0.00	0.00	968,295.61
120	RECREATION AND CULTURE	0.00	0.00	250.00	0.00	10,187.63	0.00	0.00	320.40	0.00	0.00	10,758.03
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	660.00	0.00	0.00	0.00	0.00	0.00	8,751.01
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,671.12	0.00	0.00	0.00	0.00	29.87	1,700.99
220	WATER	0.00	0.00	0.00	0.00	534,783.28	0.00	1,569.96	0.00	0.00	0.00	536,353.24
230	SEWER	0.00	0.00	0.00	0.00	960,771.18	0.00	1,982.34	225.10	0.00	0.00	962,978.62
235	STORMWATER	0.00	0.00	0.00	0.00	60,924.98	0.00	0.00	0.00	0.00	0.00	60,924.98
240	SANITATION	0.00	0.00	0.00	0.00	489,075.62	0.00	0.00	-55.63	0.00	0.00	489,019.99
290	FLEET	0.00	0.00	0.00	0.00	79,117.49	0.00	0.00	3,172.00	0.00	0.00	82,289.49
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	1,000.00	0.00	0.00	0.00	31,964.63	25,954.00	450.00	0.00	59,368.63
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,410.70	0.00	0.00	0.00	3,410.70
590	BOND & INTEREST	516,942.42	0.00	0.00	0.00	0.00	0.00	371.07	0.00	0.00	0.00	517,313.49
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	4,557,683.00	174,198.32	62,835.39	636,486.08	2,439,134.16	25,315.80	294,811.53	436,581.41	450.00	4,892.08	8,632,387.77

City of Moscow Cash and Investments Balances as of 1/31/2024		
Fund	Year to Date Balance	
General Fund	\$	10,084,559.66
Street Fund	\$	2,635,848.49
Recreation & Culture	\$	1,332,690.07
MSDCP	\$	121,887.67
1912 Fund	\$	68,838.06
Transit Center	\$	71,849.26
Water Fund	\$	3,645,098.71
Sewer Fund	\$	4,398,908.11
Stormwater	\$	310,811.46
Sanitation Fund	\$	3,873,588.80
Fleet Fund	\$	6,484,713.37
Information Systems	\$	5,565,004.31
Water Capital	\$	5,095,311.07
Sewer Capital	\$	19,444,424.95
Stormwater Capital	\$	319,799.47
Capital Projects	\$	10,712,819.68
Sanitation Capital	\$	7,674,037.08
LID Construction	\$	215.52
Hamilton	\$	788,402.43
Bond & Interest	\$	1,074,739.59
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,530.46
Total Cash & Investments	\$	84,957,689.33

DISBURSEMENTS REPORT FOR JANUARY 2024											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		1/4/2024	1/11/2024	1/18/2024	1/25/2024	1/2/2024	1/11/2024	1/12/2024	1/26/2024		
		AP 1.5.2024	AP 1.12.2024	AP 1.19.2024	AP 1.26.2024	1/26/2024 AP 1.8.2024 AP 1.30.2024	AP 1.12.2024	ID91	ID92		
		107758-107807	107808-107886	107887-107947	107948-108020	January CC ACH's	January ACH's	21598-21599	215600-215601		
Fund #											0.00
101	GENERAL	53,252.69	21,364.05	544,335.10	91,253.15	10,235.85			357,044.70	386,776.57	1,464,262.11
105	STREETS	7,249.25	2,303.09	13,247.69	37,454.65				28,491.20	38,783.10	127,528.98
120	RECREATION AND CULTURE	2,632.64	4,135.54	6,437.49	5,909.89	1,366.95			56,020.83	58,198.32	134,701.66
121	MSD COMM. PLAY FIELDS			59.85					893.20	2,060.69	3,013.74
123	1912 CENTER		10,750.00								10,750.00
128	TRANSIT CENTER		1,023.13	7.40	148.39						1,178.92
220	WATER	23,202.74	685.91	6,357.97	75,342.48	690.17			49,794.95	56,282.79	212,357.01
230	SEWER	28,977.82	2,564.21	9,849.90	28,305.23	1,285.18	20,697.72		49,415.55	51,364.80	192,460.41
235	STORMWATER	1,929.17	507.13	821.66	564.41	1,790.60			17,055.61	17,884.80	40,553.38
240	SANITATION	600.00	117,589.73	5,755.00	75.00		230,357.57		7,326.50	7,044.13	368,747.93
290	FLEET	2,771.93	60,471.72	2,700.99	10,326.97	52.53			10,908.61	11,221.32	98,454.07
295	INFORMATION SYSTEMS	3,181.27	1,818.37	21,000.14	17,537.42	3,442.75			15,436.39	15,948.82	78,365.16
320	WATER CAPITAL PROJECTS	152,688.28	19,003.59	12,344.25							184,036.12
330	SEWER CAPITAL PROJECTS	220.60									220.60
335	STORMWATER CAPITAL PROJ										0.00
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	228,510.37	88,275.67	2,721.48	69,608.94	3,518.10					392,634.56
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
	TOTAL	505,216.76	330,492.14	625,638.92	336,526.53	22,382.13	251,055.29	0.00	592,387.54	645,565.34	3,309,264.65

Gina Taruscio

Hailey Lewis

Bryce Blankenship

Sarah L. Decker, Finance Director

Major Expenditures for January 2024

<u>Professional Service</u>			<u>Sanitation</u>		<u>Utilities</u>	
GG Gutters, Inc.	\$ 3,069.66	Finley Buttes Landfill	\$ 106,688.14	Avista Utilities	\$ 98,668.82	
Creative Cleaning Connections, janitorial services - Dec. 16th - 31st		Garbage - December 2023		December 2023		
HDR Engineering, Inc.	\$ 25,348.41	Latah Sanitation (ACH Payment)	\$ 215,055.29		\$ 98,668.82	
Comprehensive Water and Sewer Plan (charges from 11/5/23 - 12/02/23)		Monthly LSI Billing for December 2023				
Evcar, Inc.	\$ 4,589.65		\$ 321,743.43	<u>Payroll</u>	\$ 1,237,952.88	
Service Master Buildings Maintenance & Janitorial services				<u>Contractual Payments</u>		
Great West Engineering, Inc.	\$ 8,610.50	<u>Supplies</u>		Magnet Forensics USA, Inc.	\$ 7,430.00	
Landfill Closure Planning		Filtration Technology, Inc.	\$ 6,348.00	Heart of the Arts	\$ 10,750.00	
GG Gutters, Inc.	\$ 3,069.66	Salt for Wells #6 and #10		Humane Society	\$ 4,705.00	
Creative Cleaning Connections, janitorial services - Jan. 1st - 15th		Titan Truck Equipment	\$ 4,694.95	Moscow Volunteer Fire Department	\$ 1,750.00	
Idaho State Police	\$ 7,356.25	TommGate Liftgate for #7-13 (Parks)		Infosend, Inc.	\$ 3,730.53	
Whitcom ILETS FEES Jan-March 2024		GMCO Corporation	\$ 6,792.45	Latah County Historical Society FY24	\$ 3,000.00	
Latah County District Court	\$ 3,798.00	De-Icer (34.01 tons @ \$199.72/ea)		HRA Veba Trust	\$ 70,931.35	
Latah County Jail Door Repair		Lakeside Industries	\$ 5,965.44	City of Pullman	\$ 517,500.00	
Warner Industries	\$ 5,755.00	EZ Street Asphalt (29.56 tons @ \$201.81/ea)		City of Pullman - annual airport payments	\$ 47,763.00	
Repairs at Moscow Recycling Drop off area		Oxarc, Inc.	\$ 6,143.00	ESO Solutions, Inc.	\$ 4,393.00	
Inland Potable Services, Inc.	\$ 12,600.00	SO2 & Chlorine		Nexgen User Conference	\$ 19,000.00	
Cleaning of the Vista Tank and SE Reservoir		Consolidated Supply, Co.	\$ 4,139.30			
Swift Construction	\$ 3,264.00	Service line brass for re-stock				
Refunding Monumentation Security for Anderson 7th Addition		John S. Pocock, LLC	\$ 2,700.75		\$ 690,952.88	
Watts Regulator Co.	\$ 3,000.00	Salt transport (36.01 tons @ \$75.00/ea)				
WATTS Regulator CO yearly fee for Syncta web portal access		John S. Pocock, LLC	\$ 2,724.75	<u>ACH Wells Fargo</u>		
Ziply Fiber	\$ 5,195.07	Salt transport (36.33 tons @ \$75.00/ea)		Commercial Card Expense- January 6th	\$ 1,271.93	
Ziply Fiber - PRI phone lines and long distance JANUARY		John S. Pocock, LLC	\$ 2,745.75	Commercial Card Expense- January 12th	\$ 5,138.67	
	\$ 85,656.20	Salt transport (36.61 tons @ \$75.00/ea)		Commercial Card Expense- January 20th	\$ 4,131.13	
			\$ 42,254.39	Commercial Card Expense- January 26th	\$ 11,840.40	
					\$ 22,382.13	
<u>Capital Outlay- Improvements</u>		<u>Capital Outlay</u>		<u>Capital Outlay- Vehicles</u>		
Ascorp, Inc.	\$ 77,224.10	Cobalt Truck Equipment, LLC	\$ 6,074.00	Jess Ford of Pullman	\$ 47,065.03	
Pay App 5 for Pullman Hwy Transmission Water Main - Retainage		Deposit for service Body on #7-11 (Parks) BC00290		New vehicle #7-11 (Parks) Ford F-350		
Razz Construction, Inc.	\$ 261,095.45	J-U-B Engineers, Inc.	\$ 9,023.75			
Pay app #14 - 6th Street Bridge- Razz Construction		Booster Station Phase II - Task 2 December 2023				
T M L Construction, Inc.	\$ 42,879.10	Consolidated Supply, Co.	\$ 14,940.35		\$ 47,065.03	
Well house #6 Replacement Pay App 10 + Retainage		Service materials for Blum Apartments				
Alta Science and Engineering, Inc.	\$ 3,569.57	Consolidated Supply, Co.	\$ 2,844.61			
Progress Report #6 for South Main Pedestrian Underpass TAP Design		Service line material for Powers		<u>Capital Outlay- Buildings</u>		
BBC, LLC	\$ 10,000.00	Gropp, LLC	\$ 5,175.00	Wellens Farwell, Inc.	\$ 44,452.54	
Final Edington MOA payment		MB-HVAC Replacement		Police Facility Services		
M.L. Albright & Sons, Inc.	\$ 18,782.99	Gropp, LLC	\$ 10,690.00		\$ 44,452.54	
Pay App 3 for the Palouse Mall AC Water Main Project - Retainage		CH-Finance HVAC Replacement				
Strom Electric, Inc.	\$ 74,706.10		\$ 48,747.71			
Paradise Path- Phase II Lighting pay app 2, 3 and 4						
HMH Engineering	\$ 2,721.48					
HMH Engineering Public Ave LHTAC Project PR #13						
J-U-B Engineers, Inc.	\$ 3,320.50					
Well 2 & 3 Chlorine Generator Retrofit - Professional Services December 2023						
Doolittle Holdings, LLC	\$ 25,156.40					
Pay App 2 for the AR Chip Seal 2023 Project - RETAINAGE PAYMENT						
	\$ 519,455.69					
		Major Expenditures	\$ 3,159,331.70	95%	of the total expenditures of	\$3,309,264.65
Large Expenditures						
HDR Engineering, Inc.	\$ 25,348.41	T M L Construction, Inc.	\$ 42,879.10	City of Pullman	\$ 517,500.00	
Comprehensive Water and Sewer Plan (charges from 11/5/23 - 12/02/23)		Well house #6 Replacement Pay App 10 + Retainage		ITD Airport Aid Pul-Mos Airport Terminal - Final Pymnt		
Ascorp, Inc.	\$ 77,224.10	Strom Electric, Inc.	\$ 74,706.10	Jess Ford of Pullman	\$ 47,065.03	
Pay App 5 for Pullman Hwy Transmission Water Main - Retainage		Paradise Path- Phase II Lighting pay app 2, 3 and 4		New vehicle #7-11 (Parks) Ford F-350		
Razz Construction, Inc.	\$ 261,095.45	Doolittle Holdings, LLC	\$ 25,156.40	Wellens Farwell, Inc.	\$ 44,452.54	
Pay app #14 - 6th Street Bridge- Razz Construction		Pay App 2 for the AR Chip Seal 2023 Project - RETAINAGE PAYMENT		Police Facility Services		
HRA Veba Trust	\$ 70,931.35	City of Pullman	\$ 47,763.00			
VEBA yearly contribution for 2024		Annual Airport payments				
				Total:	\$1,234,121.48	

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 12, 2024



AGENDA ITEM TITLE

Memorandum of Understanding (MOU) between the City of Moscow Police Department and Homeland Security Investigations (ACTION ITEM) - James D. Fry

RESPONSIBLE STAFF

James Fry, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the MOU between Homeland Security Investigations and the Moscow Police Department to enable Det. Mowery to obtain federal credentials to investigate ICAC cases; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the MOU between the U.S. Immigration and Customs Enforcement, Homeland Security Investigations, and the Moscow Police Department to enable Det. Mowery to obtain federal credentials to investigate ICAC cases.

OTHER RESOURCES

Legal Department

FISCAL IMPACT

None.

PERSONNEL IMPACT

This partnership with HSI will provide resources and support in prosecuting federal cases.

ATTACHMENTS

1. MOU - Homeland Security Investigations and Moscow Police Department
2. Chief Fry Memo - Homeland Security Investigations
3. Homeland Security Investigations - Title 19 Memo

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

Moscow Police Department

regarding

THE DESIGNATION OF

Moscow Police Department

EMPLOYEES

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Moscow Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Idaho State Statutes 67-2901 67-2328, 67-2337 3.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Moscow Police Department.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Moscow Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Moscow Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

Moscow Police Department agrees:

- a. That only sworn law enforcement officers of Moscow Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and

Moscow Police Department

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI Spokane

Name: John Zappone

Title: Resident Agent in Charge

Address: 411 W. Cataldo

Spokane, WA 99201

Telephone Number: +1 (520) 619-0553

Fax Number:

E-mail Address: john.j.zappone@hsi.dhs.gov

Name of the other Party :

Name:

Title:

Address:

Telephone Number:

Fax Number:

E-mail Address:

- 7. OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

- 8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

- 9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

- 10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Robert Hammer

Name of HSI Official

Special Agent in Charge

Title of HSI Official

Homeland Security Investigations

U.S. Immigration and Customs Enforcement

Date: _____

Name of Other Party's Official

Title of Other Party's Official

Name of Other Party's Agency

Date: _____



MEMORANDUM



Moscow Police Department *Office of the Chief of Police*

January 24, 2024

To: Mayor Bettge and Moscow City Council
From: Chief James Fry
Subject: MOU with Homeland Security Investigations

Det. Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC) Taskforce, which is overseen by the Idaho Office of the Attorney General (OAG). His full-time status means his investigations are focused on ICAC cases, many of which are prosecuted in the federal courts.

The OAG ICAC employees and affiliates have been directed to gain their federal credentials to assist in investigating and prosecuting ICAC cases. Federal credentials will provide benefits for these cases, including warrant service and returns, resources, equipment, and data collection.

Since Det. Mowery is an employee of the Moscow Police Department, an MOU is requested between the two agencies. In an attempt to continue with the process, Det Mowery is currently scheduled to complete onboarding training in mid-February with Homeland Security Investigations. We hope this MOU will be signed prior to this time to avoid any delay in receiving these federal credentials.

The MOU is between the Moscow Police Department and Homeland Security Investigations (HSI), which is the criminal investigative branch of U.S. Immigration and Customs Enforcement (ICE). HSI is not involved with enforcing immigration laws but is directed to enforce federal criminal statutes nationwide. This specific MOU has been reportedly signed by major departments such as Portland PD, Seattle PD, Spokane PD, and others. Det Mowery and the Moscow Police Department would not be enforcing any immigration laws; rather, the MOU is being sought by the Idaho OAG for the sole purpose of investigating Internet Crimes Against Children (ICAC) cases.

Federal credentialled investigators are not new to the Idaho OAG or the Moscow PD. Eric Kjorness, as an affiliate member of the Idaho ICAC Taskforce, was federally credentialled through the Federal Bureau of Investigations.

Thank you for your consideration of this matter.

From: Lawrence Mowery <lmowery@ci.moscow.id.us>
Sent: Tuesday, January 30, 2024 9:11 AM
To: James Fry <jfry@ci.moscow.id.us>
Cc: Dustin Blaker <dblaker@ci.moscow.id.us>
Subject: FW: Title 19 Memo

From: Zappone, John J <John.J.Zappone@ice.dhs.gov>
Sent: Friday, January 26, 2024 12:07 AM
To: Lawrence Mowery <lmowery@ci.moscow.id.us>
Subject: Title 19 Memo

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Lawrence,

The memo currently under consideration by the Moscow PD only conveys Title 19 of the U.S. Code Authority upon HSI TFOs. Title 19 relates to Customs Powers exercised by HSI in the performance of our investigations. In particular it will allow for Customs Summons to be served on subjects using the internet to engage in child exploitation and to produce child pornography. It does not convey any Title 8, U.S. Code criminal authority which relates to immigration enforcement or convey any administrative authority under Sections 235 and 274 of the Immigration and Nationality Act. Therefore, HSI designated TFOs do not and will not exercise any kind of Immigration enforcement.

HSI is the criminal investigation arm of the Department of Homeland Security and partners directly with over a thousand state and local law enforcement agencies. In particular, we are proud of our relationship with many of the agencies on the ICAC task forces. TFO status and Title 19 Authority will assist in broadening your investigatory reach and allow for cases involving child exploitation in Idaho to be presented at the federal level.
See below for more.

Link: [HSI combats child exploitation at home and abroad | ICE](#)

Jack

Jack Zappone
HSI Spokane
Resident Agent in Charge
411 W. Cataldo
Spokane, WA 99201
Cell: 520-619-0553
Office: 509-329-5104
John.j.zappone@hsd.dhs.gov

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 12, 2024



AGENDA ITEM TITLE

Approval of Resolution to Continue Participation in the Internet Crimes Against Children Unit Task Force (ACTION ITEM) - James D. Fry

RESPONSIBLE STAFF

James Fry, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

Det. Mowery is a full-time affiliate member of the Idaho Internet Crimes Against Children (ICAC) Task Force, which is overseen by the Idaho Office of the Attorney General (OAG) under the executed Memorandum of Understanding on July 1, 2018, and August 19, 2019. The OAG has solicited the City to execute a Revised Interagency Agreement to replace the previously executed Memorandum of Understanding. The City is requesting authorization for the Mayor to sign this Agreement and Appendices A, B, C, and D, and any amendment to the Appendices of this Agreement.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Resolution for the Mayor to sign the Interagency Agreement for the ICAC Unit Task Force Agent and Appendices A, B, C, and D and any amendment to the Appendices of this Agreement or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Resolution for the Mayor to sign the Interagency Agreement for the ICAC Unit Task Force Agent and Appendices A, B, C, and D and any amendment to the Appendices of this Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

Appendix A of this agreement can be updated up to three times a year, contingent upon salary or benefit changes. This Resolution will reduce the processing time for this Appendix.

ATTACHMENTS

1. Resolution 2024 -Approving ICAC Agreement_final with attachment
2. ICAC United Task Force Agreement - Feb. 2024

RESOLUTION 2024 - ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO AUTHORIZING THE CITY OF MOSCOW TO CONTINUE PARTICIPATION IN THE INTERNET CRIMES AGAINST CHILDREN UNIT TASK FORCE; AUTHORIZING THE MAYOR'S SIGNATURE UPON THE INTERAGENCY AGREEMENT FOR THE ICAC UNIT TASK FORCE AND SUBSEQUENT APPENDIX AMENDMENTS; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Idaho Code § 67-1410 establishes an Internet Crimes Against Children ("ICAC") Unit within the Office of the Attorney General ("OAG") and allows for the OAG to enter into written agreements with any prosecutor or law enforcement agency to assist with the duties and responsibilities assigned to the ICAC Unit; and

WHEREAS, the OAG and the City of Moscow ("CITY") executed a Memorandum of Understanding on July 1, 2018, and August 19, 2019, allowing the CITY Moscow Police Department (MPD) to have an employee participate as an ICAC Task Force Agent; and

WHEREAS, the OAG has solicited the CITY to continue to participate in the ICAC Unit assigning a specific MPD employee as a Task Force Agent and requested the CITY execute a Revised Interagency Agreement to replace the previously executed Memorandum of Understanding; and

WHEREAS, the CITY wishes to have the MPD continue to participate in the ICAC Unit and execute the Revised Interagency Agreement for the ICAC Unit Task Force Agent ("Agreement") attached as Exhibit "A" and authorize the Mayor's signature upon said Agreement; and

WHEREAS, the Appendix A of the Agreement names the MPD employee who will work with the ICAC Unit as a Task Force Agent and establishes the rate at which the MPD will be reimbursed for the work performed under the Agreement, Appendix B of the Agreement establishes the equipment that will be provided by both Parties, Appendix C of the Agreement sets out costs to be reimbursed by the OAG to the CITY in relation to the ICAC Unit Task Force and Appendix D of the Agreement establishes resiliency visits for the ICAC Unit Task Force Agent, which requires the Agent's agreement and signature; and

WHEREAS, the Agreement allows for Appendices to be modified in writing by agreement of the parties at any time to provide for changes in the personnel, reimbursement rates, and provided equipment while the Agreement remains in effect and the City of Moscow wishes to authorize the Mayor's signature upon amended Appendices as the parties agree;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the Mayor of the City of Moscow is hereby authorized to sign the Interagency Agreement for the ICAC Unit Task Force Agent attached hereto as Exhibit “A”.
2. That the Mayor of the City of Moscow is hereby authorized to sign any amendments to Appendices A, B, C, and D of the Agreement as long as the Agreement is in full force and effect.
3. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

EXHIBIT “A”

INTERAGENCY AGREEMENT ICAC UNIT TASK FORCE AGENT

This Interagency Agreement (“Agreement”) is effective the ____ day of ____, 20__, between the Office of the Idaho Attorney General (“OAG”) and the ____ (“Agency”):

I. RECITALS

1. In its 2013 session, the Idaho Legislature amended Idaho Code § 67-1401 and enacted Idaho Code § 67-1410 to establish an Internet Crimes Against Children (“ICAC”) Unit within the OAG. Pursuant to these statutes:

A. The ICAC Unit is authorized to conduct a statewide program for the investigation and prosecution of Internet-facilitated crimes against children.

B. The ICAC Unit is under the exclusive control of the OAG.

C. The OAG may receive assistance for the ICAC Unit from, or enter into written agreements with, any law enforcement agency or prosecutor and may renew, suspend or revoke any such agreements at any time.

D. The OAG may designate law enforcement officers employed by local law enforcement agencies or by the State of Idaho to serve as ICAC Unit Task Force Agents (“Task Force Agent”). All Task Force Agents are considered members of the ICAC Unit. Designation of a commissioned law enforcement officer to serve as a Task Force Agent does not constitute employment by the OAG or otherwise create a property right to which due process applies.

E. The OAG may employ attorneys, investigators, and others for the ICAC Unit and may adopt rules necessary to implement the duties and responsibilities set forth in Idaho Code §§ 67-1401(16) and 67-1410.

2. The mission and goals of the ICAC Unit are:

A. To investigate, deter, apprehend, and prosecute persons committing Internet-facilitated crimes against children.

B. To aid local agencies in their investigation and prosecution of Internet-facilitated crimes against children and other crimes involving sexual abuse of children.

C. To train local law enforcement and prosecutors with the goal of creating a network of trained investigators, forensic examiners, and prosecutors throughout the state.

D. To introduce statewide standards for investigations, forensic examinations, and prosecutions of Internet-facilitated crimes against children.

E. To implement crime prevention measures, such as training and community outreach to parents, educators, and law enforcement.

F. To coordinate with local, state, and federal agencies to maximize resources and efficiency.

G. To maintain records and statistics of ICAC Unit activities, including the number of referrals received for investigation, cases referred to outside agencies, investigations conducted, prosecutions pursued, and sentences imposed.

3. In furtherance of these goals and the OAG's statutory responsibilities under Idaho Code §§ 67-1401(16) and 67-1410, the OAG contemplates that:

A. The Chief of the Criminal Law Division will assign at least one Deputy Attorney General ("DAG") to serve as an attorney in the ICAC Unit. The DAGs in the ICAC Unit will be responsible to prosecute all cases investigated by the ICAC Unit, unless a DAG determines that a case investigated by the ICAC Unit should be referred to another office for prosecution. The DAGs in the ICAC Unit will report to the Lead DAG in the Special Prosecutions Unit.

B. The Chief of the Criminal Law Division will assign an investigator to serve as the ICAC Unit's Lead Investigator/ICAC Commander ("ICAC Commander"). The ICAC Commander will be responsible for the oversight, coordination, and direction of the investigators in the ICAC Unit. The ICAC Commander, or his/her designee(s), will prioritize cases to be investigated by the ICAC Unit, administer state and federal grants, develop policies and procedures for investigators in the ICAC Unit, and introduce statewide standards for the investigation of Internet-facilitated crimes against children.

C. The Chief of the Criminal Law Division may assign one or more investigators to serve as Senior Investigators in the ICAC Unit. The Senior Investigators will report to the ICAC Commander and act in his/her place in the ICAC Commander's absence. The Senior Investigators will investigate Internet-facilitated crimes against children and supervise other investigators in the ICAC Unit.

D. The OAG may employ forensic examiners to assist in the examination and analysis of computer-related evidence for the ICAC Unit. These examiners may be assigned additional duties as needed to further the mission of the OAG. The number of

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

examiners may vary from time to time, depending on ICAC Unit needs and budgetary factors.

E. The OAG may assign one or more designated personnel to oversee individual ICAC Unit operations or categories of operations undertaken by the ICAC Unit.

F. The OAG will provide administrative support for the ICAC Unit, as budgetary factors allow.

G. ICAC Task Force Agents may, at the discretion of the OAG, be designated to work at the ICAC Unit headquarters in Boise, Idaho, or in their own agencies.

H. The OAG may hire additional employees to work in or support the ICAC Unit, as ICAC Unit needs and budgetary factors allow.

4. Idaho Code section 67-2332 provides authority to Idaho public agencies to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform.

5. The Agency desires to participate in the ICAC Unit by having the OAG designate one of the Agency's employees as an ICAC Task Force Agent.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

II. AGREEMENT

1. Designation of ICAC Task Force Agent: The Agency will identify in Appendix A the employee the Agency would like the OAG to designate as a Task Force Agent. The OAG will designate the Agency's employee identified in Appendix A as an ICAC Task Force Agent to work in the ICAC Unit. Any Task Force Agent assigned to the ICAC Unit shall be mutually agreed upon by both parties and comply with the mental health assessment in Appendix D.

2. Time for Performance: The Task Force Agent shall work with the ICAC Unit starting on the date set forth in Appendix A until the OAG or the Agency terminates the Task Force Agent's service or terminates this Interagency Agreement ("Agreement") is terminated by the OAG or the Agency.

3. Scope of Work: As a designated Task Force Agent, the Task Force Agent may be required to perform various duties, including, but not limited to:

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

A. Conducting and assisting in all phases of investigation by the ICAC Unit, including investigation, undercover operations, monitoring Internet sites, responding to CyberTips, preparation and execution of search warrants, apprehension and arrest of suspects, forensic examination, assisting prosecutors, providing testimony in court, and other duties as assigned pertaining to investigating Internet-facilitated crimes against children.

B. Assisting federal, state, and local law enforcement agencies with investigations and prosecution of Internet-facilitated crimes against children.

C. Assisting in public education and community outreach initiatives, including, but not limited to, interaction with schools, school boards, and civic groups; distributing education materials; and providing training to those interested in giving Internet safety presentations.

D. Developing policies and procedures for the ICAC Unit and standards for the investigation of Internet-facilitated crimes against children statewide.

E. Maintaining records of referrals, cases, prosecutions, convictions, and other matters, as directed by the OAG.

F. Other work that furthers the duties and goals of the ICAC Unit.

4. Location and Assignment of Work: For purposes of this Agreement, the Task Force Agent shall work at the location designated in Appendix A, but the location may be changed at the discretion of the OAG. Assignment of cases to the Task Force Agent shall be at the discretion of the ICAC Commander or his/her designee(s).

5. Financial and Budgetary Support: The OAG shall provide financial and budgetary support for the ICAC Unit. The Task Force Agent shall not spend ICAC funds without prior written approval from the ICAC Commander.

6. Equipment: The Agency, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the Agency has agreed to furnish, as listed in Appendix B. The OAG, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the OAG has agreed to furnish, as listed in Appendix B. Property utilized in ICAC Unit activities shall be maintained in accordance with the policies and procedures of the agency supplying the equipment.

7. Number of Hours Worked – Overtime:

A. The OAG and the Agency contemplate that the Task Force Agent will work the number of hours per week set forth in Appendix A. Additional hours worked on ICAC matters must be approved in advance by the ICAC Commander.

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

B. For purposes of this Agreement, hours worked on ICAC matters will include training necessary to retain peace officer certification, mental and physical fitness evaluations, and requirements of the Task Force Agent's employment with the Agency. Hours worked on ICAC Unit matters will not include time worked on non-ICAC Unit investigative, administrative, or other matters for the Agency, and will not include specialized training in matters not directly related to the ICAC Unit's mission and goals.

C. All payment for overtime worked by the Task Force Agent on ICAC matters will be paid from the federally-funded ICAC grant, upon pre-approval by the ICAC Commander.

8. Time Records: The Task Force Agent will timely maintain and submit to his/her local law enforcement agency written records of the hours worked for the ICAC Unit, including a description of the matters worked on and type of work performed. The Agency will review and approve such records and submit them to the OAG for reimbursement, monthly, pursuant to paragraph II.10.

9. Work for the Agency: The Task Force Agent may work on non-ICAC Unit matters for the Agency at the request of the Agency, with advance notice to the OAG. The Agency will not be reimbursed by the OAG for time worked by the Task Force Agent on non-ICAC Unit matters.

10. Payment of Salaries and Costs:

A. The OAG will pay the Agency at the rate stated in Appendix A, to reimburse the Agency for the work of the Task Force Agent on ICAC matters. Such payment will be made pursuant to the schedule set forth in Appendix A. Reimbursement will only be for hours actually worked on ICAC-related matters as stated in this Agreement.

B. The OAG will either reimburse the Agency for agreed-upon costs or directly pay Agency costs, as identified in Appendix C.

11. Employment Status of the Task Force Agent: In accordance with Idaho Code § 67-1410(3), the OAG has exclusive control of the ICAC Unit. However, the Task Force Agent, in performing work pursuant to this Agreement for the ICAC Unit and for all other purposes, will remain an employee of the Agency and subject to Agency supervision and will not be an employee of the OAG. The Task Force Agent will be subject to the laws, regulations, policies, and personnel rules applicable to the Agency and will continue to report to the Agency for non-ICAC administrative and other matters not detailed in this Agreement. Conduct outside the scope of the Task Force Agent's duties and assignments under this Agreement do not fall within the oversight of the OAG or the OAG employees identified herein.

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12. Federal, State and Local Taxes: The Task Force Agent will be paid directly by his/her local law enforcement agency. Accordingly, the OAG will not withhold any federal, state, payroll or other taxes from reimbursement payments made to the local law enforcement agency. All payroll deductions and withholding or payment of all taxes are the responsibility of the Agency and the Task Force Agent.

13. Benefits: Because the Task Force Agent is not an employee of the OAG, he/she is not eligible for, nor entitled to, and will not participate in the State of Idaho's pension, health, or other benefit plans as an OAG employee.

14. Workers' Compensation: The OAG will not obtain workers' compensation insurance for a non-OAG Task Force Agent. The Agency agrees to obtain workers' compensation coverage as required by law for the Task Force Agent. The Agency must furnish a copy of the Task Force Agent's certificate of workers' compensation insurance to the OAG upon request.

15. Workplace Conduct: If the Task Force Agent is assigned to work in any location under the control of the OAG or the State of Idaho, the Task Force Agent will abide by all policies of the OAG and the State of Idaho regarding workplace conduct. The OAG will provide the Task Force Agent a copy of all OAG policies dealing with workplace conduct upon designation as an ICAC Task Force Agent. For all other purposes, the Task Force Agent is subject to the workplace policies of the Agency.

16. Termination: Either party may, in its sole discretion, immediately terminate this Agreement in its entirety, or as to any individual designated as a Task Force Agent, upon written notice to the other party. In the event of termination, the Task Force Agent shall promptly discontinue all work on behalf of the ICAC Unit. The Task Force Agent and the Agency shall promptly return to the OAG any equipment or property owned by the OAG or furnished pursuant to this Agreement; any passes, cards, or identification for parking or building access; and all data, reports, estimates, summaries, or other information or materials as may have been accumulated by the Task Force Agent or the Agency in performance of the Agreement, whether completed or in process.

17. Investigations and Prosecutions: It is anticipated that the ICAC Unit will be referred cases for investigation and prosecution and that it will receive requests for assistance with local investigations and prosecutions. In order to facilitate the most efficient use of investigative and prosecutorial resources, the OAG and the Agency agree as follows:

A. The ICAC Commander, or his/her designee(s), will prioritize cases for investigation and assistance.

B. The Lead DAG in the Special Prosecutions Unit will assign ICAC Unit cases for prosecution. The OAG will prosecute all cases investigated by the ICAC Unit, unless a

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DAG determines on a case-by-case basis that a case investigated by the ICAC Unit will be referred to another office for prosecution.

18. Use of Force:

A. The Task Force Agent will follow the Agency's policies concerning firearms and use of deadly force.

B. The Task Force Agent will follow the Agency's policies concerning less-than-lethal devices. The Agency will ensure that while the Task Force Agent is participating in ICAC Unit operations, the Task Force Agent will carry only those less-than-lethal devices that the Agency has issued to the Task Force Agent and for which the Task Force Agent has been trained in accordance with the Agency's policies.

19. Work Product, Information Sharing, and Records:

A. All documents, including, but not limited to, policies, procedures, standards and other documents prepared by or with the assistance of the Task Force Agent for the ICAC Unit are owned by and for the exclusive use of the OAG and shall not be disclosed to any person without the prior written approval of the Chief of the Criminal Law Division.

B. Investigation reports prepared by the Task Force Agent shall be prepared and maintained in compliance with the OAG's existing policy and procedure, subject to additional numeric or other identification for the use and reference of the ICAC Unit.

C. No information possessed by the ICAC Unit regarding potential, ongoing, or closed investigations, including information involving potential or actual crime victims, shall be disseminated by the Task Force Agent without the prior written approval of the Chief of the Criminal Law Division and in accordance with applicable state and federal laws and the internal regulations, policies, and procedures of the ICAC Unit. Any unauthorized release of information shall be immediately reported to the ICAC Commander or the Chief of the Criminal Law Division.

D. Public records requests directed to the ICAC Unit shall be processed by the OAG. Public records requests directed to the Agency shall be processed by the Agency.

E. At the direction of the ICAC Commander, the Task Force Agent shall prepare periodic summaries or reports of his/her work with the ICAC Unit and submit them to the ICAC Commander for the OAG's records and for dissemination to agencies participating in the ICAC Unit.

20. Media: The Agency and the OAG agree that all media contact, including the issuing of press releases, regarding the ICAC Unit or its activities shall only occur with prior

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written approval from the Chief of the Criminal Law Division. Press releases shall be pre-approved by the ICAC Commander and the Chief of the Criminal Law Division.

21. No Authority to Bind the OAG: The Task Force Agent will have no authority to enter into contracts or agreements on behalf of the OAG. This Agreement does not create a partnership between the OAG and the Agency or Task Force Agent and nothing herein shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the OAG and the Task Force Agent in any respect.

22. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of the OAG or the Agency, or limiting the OAG or the Agency in the performance of functions granted to them by law, or as requiring the OAG or the Agency to expend any sum in excess of its respective appropriation. All provisions of this Agreement are subject to the laws, ordinances, rules, and regulations applicable to the OAG and the Agency respectively.

23. Fiscal Necessity and Non-Appropriation: The OAG is a governmental entity, and the OAG and the Agency agree and understand that the OAG's payments herein provided for shall be paid from Idaho state legislative appropriations and that the legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the OAG or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature as may exist from time to time.

24. Liability: The OAG and the Agency shall be responsible and liable only for the acts and omissions of their own officers, agents, and employees in connection with the performance of their duties under this Agreement. All acts and omissions of the Task Force Agent in connection with his/her performance of duties under this Agreement shall be the responsibility of the Task Force Agent and the Agency. In the event of a liability claim, the OAG and the Agency shall each defend their own interests. Neither the OAG nor the Agency indemnifies one another. Nothing in this Agreement shall be construed to confer on any other person or party any rights, remedies, obligations, or liabilities under this Agreement.

25. Confidentiality: The OAG and the Agency agree and understand that any confidential information pertaining to investigations of Internet-facilitated crimes against children shall be held in strictest confidence and will only be shared within the ICAC Unit or with other law enforcement agencies where necessary and as otherwise permitted by state and federal law.

26. Legal Compliance: In performance of this Agreement, the OAG and the Agency agree to comply with all applicable requirements of state and federal statutes, rules, and regulations.

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27. Non-Assignment: Neither party to this Agreement may assign or delegate its rights or duties herein to any third party.

28. Modification or Amendment of Agreement: The OAG and the Agency understand that matters not presently contemplated in this Agreement will necessarily be involved in the future administration of this Agreement. This Agreement may be modified in writing by the agreement of the OAG and the Agency at any time. Appendices hereto may be modified in writing by agreement of the parties at any time to provide for changes in personnel, reimbursement rates, and provided equipment while the Agreement remains in effect. No change or modification to this Agreement shall be valid unless it is in writing and signed by both the OAG and the Agency.

29. Notices: Any notice given in connection with this Agreement shall be in writing and shall be delivered, either by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below or his/her successor, or by e-mail to the e-mail address listed below. Notice shall be deemed delivered immediately upon personal service or e-mail, or forty-eight (48) hours after depositing notice in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Jeff Nye
Chief, Criminal Law Division
Office of the Attorney General
700 W. State Street, 4th Floor
P.O. Box 83720
Boise, ID 83720-0010
jeff.nye@ag.idaho.gov

TO: Name: _____
Title: _____
Agency: _____
Address: _____

Email: _____

30. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. Effective Date: This Agreement, including Appendices A through D, supersedes all previous Agreements and shall be in full force and effect from the date of the last signature affixed below.

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Dated

Agency Head

Name: _____

Title: _____

Agency: _____

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

APPENDIX A
INTERAGENCY Agreement
ICAC UNIT TASK FORCE AGENT

AGENCY: _____

Pursuant to the foregoing Interagency Agreement, the Agency hereby assigns to the OAG’s ICAC Unit and the OAG hereby designates as an ICAC Task Force Agent, the following employee of the Agency, who shall serve starting at the time and location indicated. The OAG shall reimburse the Agency at the rate indicated for actual hours worked as a Task Force Agent related to ICAC Unit activities.

I. Employee

Agency Employee Name/Title: _____

Agency Supervisor/Title: _____

Effective date of designation as Task Force Agent: _____

Location assigned: _____

Hours per week: 40 hours per week + pre-approved overtime

	FICA	FICA MED	Unemployment	Workers Comp	PERSI	Disability	Medical/Dental/ Vision	Life Insurance
Rate								

Total Annual Salary & Benefits

Total Loaded Hourly Rate

Total Loaded OT Hourly Rate

II. Method of Reimbursement:

The OAG shall reimburse the Agency, per Section II, paragraphs 8 and 10 of the Agreement. Timesheets and an invoice are to be sent to the OAG monthly by the Agency, and the OAG shall reimburse the Agency for properly submitted invoices within 30 days of receipt. Appendix A will be updated as needed to reflect changes in reimbursement rate or personnel. Any changes to either shall be submitted, unsigned, to the OAG at least 30 days in advance and include all applicable financial information. Change of personnel

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shall further include dates of resignation and appointment, with no overlap, to facilitate a seamless transition.

III. Overtime Rate:

The overtime reimbursement rate is to be calculated using actual Agency costs and shall only include fixed expenses that increase with the amount of hours worked (e.g., medical insurance).

Signature: _____
Name: _____
Title: _____
Office of the Attorney General

_____ Dated

Signature: _____
Agency Head
Name: _____
Title: _____
Agency: _____

_____ Dated

APPENDIX B
INTERAGENCY Agreement
EQUIPMENT

AGENCY: _____

I. EQUIPMENT TO BE FURNISHED BY THE OAG:

Hardware and software used for ICAC investigations housed at the OAG and issued to Task Force Agent (e.g., lap-top computer, desktop computer, copier, printer, computer software, etc.)

Unless otherwise agreed to in writing, equipment furnished by the OAG will remain the OAG's property and shall be returned to the OAG at the conclusion of the Task Force Agent's work for the ICAC Unit.

II. EQUIPMENT TO BE FURNISHED BY THE AGENCY:

Police issue equipment (e.g., uniforms, firearms, ballistic vests, vehicles, etc.)

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

APPENDIX C
INTERAGENCY AGREEMENT
COSTS

AGENCY: _____

- I. COSTS TO BE REIMBURSED TO THE AGENCY:**
(Detail any costs to be reimbursed or indicate "Not Applicable")

Method of Reimbursement:

- II. COSTS TO BE PAID DIRECTLY BY THE OAG:**
(Indicate any costs to be paid or indicate "Not Applicable")

Costs as outlined in Appendix A.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

APPENDIX D
INTERAGENCY AGREEMENT
MENTAL HEALTH

Purpose:

To bring suspects to prosecution, Internet Crimes Against Children (ICAC) investigations routinely require Task Force Agents to view and describe images and videos of children being sexually abused, raped, tortured, and violated by adults. The repeated viewing and description of these traumatic events can inflict a significant mental toll on ICAC Task Force Agents and has the potential to lead to long-term mental health problems for the Task Force Agents. In an effort to proactively protect the mental health, wellness, and resiliency of ICAC Task Force Agents within the ICAC Unit, the Office of the Attorney General (OAG) requires Task Force Agents to participate in comprehensive and integrated quarterly resiliency visits, both individually and as a unit.

Procedure:

1. Mental health evaluations will be performed by a qualified specialized clinical psychologist selected by the OAG.
2. The required quarterly resiliency visits will consist of the following:
 - a. Group debriefing – up to 4 hours
 - i. Options to process emotional experiences related to job duties (i.e., viewing graphic material related to child victimization, offender/victim interviews, operational execution, etc.)
 - ii. Psychoeducation on secondary trauma, vicarious trauma, compassion fatigue, and suicide
 1. Early warning signs
 2. Assessment tools
 3. Interventions
 - iii. Current evidence-based practices to decrease trauma symptoms including, but not limited to:
 1. Intrusive thoughts or images
 2. Sleep difficulty
 3. Memory impairment
 4. Difficulty with sustained attention and concentration
 5. Increased aggression and/or anger
 6. Poor emotion regulation
 7. Increased substance use
 8. Relational challenges (i.e., marital conflict, divorce, parenting difficulty, etc.)

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- b. Individualized debriefing to address the same issues addressed in the group debriefing in a more confidential and personalized manner – up to 1 hour per Task Force Agent
3. If a Task Force Agent requests to be removed from the ICAC Unit as a result of counseling at a resiliency visit, the Task Force Agent may not work within the ICAC Unit and the Agency will make reasonable efforts to place the Task Force Agent in a comparable position within the Agency. The Agency will then explore a suitable replacement for the Task Force Agent.
4. The resiliency visits will take place in a location designated by the OAG.

Costs:

Costs for the resiliency visits, travel, and accommodations will be paid by the OAG.

IN WITNESS THEREOF, the respective parties hereby give their consent and do execute Appendix D.

Signature: _____
Name: _____
Title: _____
Office of the Attorney General

_____ Dated

Signature: _____
Agency Head
Name: _____
Title: _____
Agency: _____

_____ Dated

Signature: _____
Task Force Agent
Name: _____
Title: _____
Agency: _____

_____ Dated

INTERAGENCY Agreement / ICAC UNIT TASK FORCE AGENT (Form Revised: 5/8/23)

INTERAGENCY AGREEMENT
ICAC UNIT TASK FORCE AGENT

This Interagency Agreement ("Agreement") is effective the ____ day of ____, 20__, between the Office of the Idaho Attorney General ("OAG") and the _____ ("Agency"):

I. RECITALS

1. In its 2013 session, the Idaho Legislature amended Idaho Code § 67-1401 and enacted Idaho Code § 67-1410 to establish an Internet Crimes Against Children ("ICAC") Unit within the OAG. Pursuant to these statutes:

A. The ICAC Unit is authorized to conduct a statewide program for the investigation and prosecution of Internet-facilitated crimes against children.

B. The ICAC Unit is under the exclusive control of the OAG.

C. The OAG may receive assistance for the ICAC Unit from, or enter into written agreements with, any law enforcement agency or prosecutor and may renew, suspend or revoke any such agreements at any time.

D. The OAG may designate law enforcement officers employed by local law enforcement agencies or by the State of Idaho to serve as ICAC Unit Task Force Agents ("Task Force Agent"). All Task Force Agents are considered members of the ICAC Unit. Designation of a commissioned law enforcement officer to serve as a Task Force Agent does not constitute employment by the OAG or otherwise create a property right to which due process applies.

E. The OAG may employ attorneys, investigators, and others for the ICAC Unit and may adopt rules necessary to implement the duties and responsibilities set forth in Idaho Code §§ 67-1401(16) and 67-1410.

2. The mission and goals of the ICAC Unit are:

A. To investigate, deter, apprehend, and prosecute persons committing Internet-facilitated crimes against children.

B. To aid local agencies in their investigation and prosecution of Internet-facilitated crimes against children and other crimes involving sexual abuse of children.

C. To train local law enforcement and prosecutors with the goal of creating a network of trained investigators, forensic examiners, and prosecutors throughout the state.

D. To introduce statewide standards for investigations, forensic examinations, and prosecutions of Internet-facilitated crimes against children.

E. To implement crime prevention measures, such as training and community outreach to parents, educators, and law enforcement.

F. To coordinate with local, state, and federal agencies to maximize resources and efficiency.

G. To maintain records and statistics of ICAC Unit activities, including the number of referrals received for investigation, cases referred to outside agencies, investigations conducted, prosecutions pursued, and sentences imposed.

3. In furtherance of these goals and the OAG's statutory responsibilities under Idaho Code §§ 67-1401(16) and 67-1410, the OAG contemplates that:

A. The Chief of the Criminal Law Division will assign at least one Deputy Attorney General ("DAG") to serve as an attorney in the ICAC Unit. The DAGs in the ICAC Unit will be responsible to prosecute all cases investigated by the ICAC Unit, unless a DAG determines that a case investigated by the ICAC Unit should be referred to another office for prosecution. The DAGs in the ICAC Unit will report to the Lead DAG in the Special Prosecutions Unit.

B. The Chief of the Criminal Law Division will assign an investigator to serve as the ICAC Unit's Lead Investigator/ICAC Commander ("ICAC Commander"). The ICAC Commander will be responsible for the oversight, coordination, and direction of the investigators in the ICAC Unit. The ICAC Commander, or his/her designee(s), will prioritize cases to be investigated by the ICAC Unit, administer state and federal grants, develop policies and procedures for investigators in the ICAC Unit, and introduce statewide standards for the investigation of Internet-facilitated crimes against children.

C. The Chief of the Criminal Law Division may assign one or more investigators to serve as Senior Investigators in the ICAC Unit. The Senior Investigators will report to the ICAC Commander and act in his/her place in the ICAC Commander's absence. The Senior Investigators will investigate Internet-facilitated crimes against children and supervise other investigators in the ICAC Unit.

D. The OAG may employ forensic examiners to assist in the examination and analysis of computer-related evidence for the ICAC Unit. These examiners may be assigned additional duties as needed to further the mission of the OAG. The number of

examiners may vary from time to time, depending on ICAC Unit needs and budgetary factors.

E. The OAG may assign one or more designated personnel to oversee individual ICAC Unit operations or categories of operations undertaken by the ICAC Unit.

F. The OAG will provide administrative support for the ICAC Unit, as budgetary factors allow.

G. ICAC Task Force Agents may, at the discretion of the OAG, be designated to work at the ICAC Unit headquarters in Boise, Idaho, or in their own agencies.

H. The OAG may hire additional employees to work in or support the ICAC Unit, as ICAC Unit needs and budgetary factors allow.

4. Idaho Code section 67-2332 provides authority to Idaho public agencies to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform.

5. The Agency desires to participate in the ICAC Unit by having the OAG designate one of the Agency's employees as an ICAC Task Force Agent.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

II. AGREEMENT

1. Designation of ICAC Task Force Agent: The Agency will identify in Appendix A the employee the Agency would like the OAG to designate as a Task Force Agent. The OAG will designate the Agency's employee identified in Appendix A as an ICAC Task Force Agent to work in the ICAC Unit. Any Task Force Agent assigned to the ICAC Unit shall be mutually agreed upon by both parties and comply with the mental health assessment in Appendix D.

2. Time for Performance: The Task Force Agent shall work with the ICAC Unit starting on the date set forth in Appendix A until the OAG or the Agency terminates the Task Force Agent's service or terminates this Interagency Agreement ("Agreement") is terminated by the OAG or the Agency.

3. Scope of Work: As a designated Task Force Agent, the Task Force Agent may be required to perform various duties, including, but not limited to:

A. Conducting and assisting in all phases of investigation by the ICAC Unit, including investigation, undercover operations, monitoring Internet sites, responding to CyberTips, preparation and execution of search warrants, apprehension and arrest of suspects, forensic examination, assisting prosecutors, providing testimony in court, and other duties as assigned pertaining to investigating Internet-facilitated crimes against children.

B. Assisting federal, state, and local law enforcement agencies with investigations and prosecution of Internet-facilitated crimes against children.

C. Assisting in public education and community outreach initiatives, including, but not limited to, interaction with schools, school boards, and civic groups; distributing education materials; and providing training to those interested in giving Internet safety presentations.

D. Developing policies and procedures for the ICAC Unit and standards for the investigation of Internet-facilitated crimes against children statewide.

E. Maintaining records of referrals, cases, prosecutions, convictions, and other matters, as directed by the OAG.

F. Other work that furthers the duties and goals of the ICAC Unit.

4. Location and Assignment of Work: For purposes of this Agreement, the Task Force Agent shall work at the location designated in Appendix A, but the location may be changed at the discretion of the OAG. Assignment of cases to the Task Force Agent shall be at the discretion of the ICAC Commander or his/her designee(s).

5. Financial and Budgetary Support: The OAG shall provide financial and budgetary support for the ICAC Unit. The Task Force Agent shall not spend ICAC funds without prior written approval from the ICAC Commander.

6. Equipment: The Agency, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the Agency has agreed to furnish, as listed in Appendix B. The OAG, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the OAG has agreed to furnish, as listed in Appendix B. Property utilized in ICAC Unit activities shall be maintained in accordance with the policies and procedures of the agency supplying the equipment.

7. Number of Hours Worked – Overtime:

A. The OAG and the Agency contemplate that the Task Force Agent will work the number of hours per week set forth in Appendix A. Additional hours worked on ICAC matters must be approved in advance by the ICAC Commander.

B. For purposes of this Agreement, hours worked on ICAC matters will include training necessary to retain peace officer certification, mental and physical fitness evaluations, and requirements of the Task Force Agent's employment with the Agency. Hours worked on ICAC Unit matters will not include time worked on non-ICAC Unit investigative, administrative, or other matters for the Agency, and will not include specialized training in matters not directly related to the ICAC Unit's mission and goals.

C. All payment for overtime worked by the Task Force Agent on ICAC matters will be paid from the federally-funded ICAC grant, upon pre-approval by the ICAC Commander.

8. Time Records: The Task Force Agent will timely maintain and submit to his/her local law enforcement agency written records of the hours worked for the ICAC Unit, including a description of the matters worked on and type of work performed. The Agency will review and approve such records and submit them to the OAG for reimbursement, monthly, pursuant to paragraph II.10.

9. Work for the Agency: The Task Force Agent may work on non-ICAC Unit matters for the Agency at the request of the Agency, with advance notice to the OAG. The Agency will not be reimbursed by the OAG for time worked by the Task Force Agent on non-ICAC Unit matters.

10. Payment of Salaries and Costs:

A. The OAG will pay the Agency at the rate stated in Appendix A, to reimburse the Agency for the work of the Task Force Agent on ICAC matters. Such payment will be made pursuant to the schedule set forth in Appendix A. Reimbursement will only be for hours actually worked on ICAC-related matters as stated in this Agreement.

B. The OAG will either reimburse the Agency for agreed-upon costs or directly pay Agency costs, as identified in Appendix C.

11. Employment Status of the Task Force Agent: In accordance with Idaho Code § 67-1410(3), the OAG has exclusive control of the ICAC Unit. However, the Task Force Agent, in performing work pursuant to this Agreement for the ICAC Unit and for all other purposes, will remain an employee of the Agency and subject to Agency supervision and will not be an employee of the OAG. The Task Force Agent will be subject to the laws, regulations, policies, and personnel rules applicable to the Agency and will continue to report to the Agency for non-ICAC administrative and other matters not detailed in this Agreement. Conduct outside the scope of the Task Force Agent's duties and assignments under this Agreement do not fall within the oversight of the OAG or the OAG employees identified herein.

12. Federal, State and Local Taxes: The Task Force Agent will be paid directly by his/her local law enforcement agency. Accordingly, the OAG will not withhold any federal, state, payroll or other taxes from reimbursement payments made to the local law enforcement agency. All payroll deductions and withholding or payment of all taxes are the responsibility of the Agency and the Task Force Agent.

13. Benefits: Because the Task Force Agent is not an employee of the OAG, he/she is not eligible for, nor entitled to, and will not participate in the State of Idaho's pension, health, or other benefit plans as an OAG employee.

14. Workers' Compensation: The OAG will not obtain workers' compensation insurance for a non-OAG Task Force Agent. The Agency agrees to obtain workers' compensation coverage as required by law for the Task Force Agent. The Agency must furnish a copy of the Task Force Agent's certificate of workers' compensation insurance to the OAG upon request.

15. Workplace Conduct: If the Task Force Agent is assigned to work in any location under the control of the OAG or the State of Idaho, the Task Force Agent will abide by all policies of the OAG and the State of Idaho regarding workplace conduct. The OAG will provide the Task Force Agent a copy of all OAG policies dealing with workplace conduct upon designation as an ICAC Task Force Agent. For all other purposes, the Task Force Agent is subject to the workplace policies of the Agency.

16. Termination: Either party may, in its sole discretion, immediately terminate this Agreement in its entirety, or as to any individual designated as a Task Force Agent, upon written notice to the other party. In the event of termination, the Task Force Agent shall promptly discontinue all work on behalf of the ICAC Unit. The Task Force Agent and the Agency shall promptly return to the OAG any equipment or property owned by the OAG or furnished pursuant to this Agreement; any passes, cards, or identification for parking or building access; and all data, reports, estimates, summaries, or other information or materials as may have been accumulated by the Task Force Agent or the Agency in performance of the Agreement, whether completed or in process.

17. Investigations and Prosecutions: It is anticipated that the ICAC Unit will be referred cases for investigation and prosecution and that it will receive requests for assistance with local investigations and prosecutions. In order to facilitate the most efficient use of investigative and prosecutorial resources, the OAG and the Agency agree as follows:

A. The ICAC Commander, or his/her designee(s), will prioritize cases for investigation and assistance.

B. The Lead DAG in the Special Prosecutions Unit will assign ICAC Unit cases for prosecution. The OAG will prosecute all cases investigated by the ICAC Unit, unless a

DAG determines on a case-by-case basis that a case investigated by the ICAC Unit will be referred to another office for prosecution.

18. Use of Force:

A. The Task Force Agent will follow the Agency's policies concerning firearms and use of deadly force.

B. The Task Force Agent will follow the Agency's policies concerning less-than-lethal devices. The Agency will ensure that while the Task Force Agent is participating in ICAC Unit operations, the Task Force Agent will carry only those less-than-lethal devices that the Agency has issued to the Task Force Agent and for which the Task Force Agent has been trained in accordance with the Agency's policies.

19. Work Product, Information Sharing, and Records:

A. All documents, including, but not limited to, policies, procedures, standards and other documents prepared by or with the assistance of the Task Force Agent for the ICAC Unit are owned by and for the exclusive use of the OAG and shall not be disclosed to any person without the prior written approval of the Chief of the Criminal Law Division.

B. Investigation reports prepared by the Task Force Agent shall be prepared and maintained in compliance with the OAG's existing policy and procedure, subject to additional numeric or other identification for the use and reference of the ICAC Unit.

C. No information possessed by the ICAC Unit regarding potential, ongoing, or closed investigations, including information involving potential or actual crime victims, shall be disseminated by the Task Force Agent without the prior written approval of the Chief of the Criminal Law Division and in accordance with applicable state and federal laws and the internal regulations, policies, and procedures of the ICAC Unit. Any unauthorized release of information shall be immediately reported to the ICAC Commander or the Chief of the Criminal Law Division.

D. Public records requests directed to the ICAC Unit shall be processed by the OAG. Public records requests directed to the Agency shall be processed by the Agency.

E. At the direction of the ICAC Commander, the Task Force Agent shall prepare periodic summaries or reports of his/her work with the ICAC Unit and submit them to the ICAC Commander for the OAG's records and for dissemination to agencies participating in the ICAC Unit.

20. Media: The Agency and the OAG agree that all media contact, including the issuing of press releases, regarding the ICAC Unit or its activities shall only occur with prior

written approval from the Chief of the Criminal Law Division. Press releases shall be pre-approved by the ICAC Commander and the Chief of the Criminal Law Division.

21. No Authority to Bind the OAG: The Task Force Agent will have no authority to enter into contracts or agreements on behalf of the OAG. This Agreement does not create a partnership between the OAG and the Agency or Task Force Agent and nothing herein shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the OAG and the Task Force Agent in any respect.

22. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of the OAG or the Agency, or limiting the OAG or the Agency in the performance of functions granted to them by law, or as requiring the OAG or the Agency to expend any sum in excess of its respective appropriation. All provisions of this Agreement are subject to the laws, ordinances, rules, and regulations applicable to the OAG and the Agency respectively.

23. Fiscal Necessity and Non-Appropriation: The OAG is a governmental entity, and the OAG and the Agency agree and understand that the OAG's payments herein provided for shall be paid from Idaho state legislative appropriations and that the legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the OAG or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature as may exist from time to time.

24. Liability: The OAG and the Agency shall be responsible and liable only for the acts and omissions of their own officers, agents, and employees in connection with the performance of their duties under this Agreement. All acts and omissions of the Task Force Agent in connection with his/her performance of duties under this Agreement shall be the responsibility of the Task Force Agent and the Agency. In the event of a liability claim, the OAG and the Agency shall each defend their own interests. Neither the OAG nor the Agency indemnifies one another. Nothing in this Agreement shall be construed to confer on any other person or party any rights, remedies, obligations, or liabilities under this Agreement.

25. Confidentiality: The OAG and the Agency agree and understand that any confidential information pertaining to investigations of Internet-facilitated crimes against children shall be held in strictest confidence and will only be shared within the ICAC Unit or with other law enforcement agencies where necessary and as otherwise permitted by state and federal law.

26. Legal Compliance: In performance of this Agreement, the OAG and the Agency agree to comply with all applicable requirements of state and federal statutes, rules, and regulations.

27. Non-Assignment: Neither party to this Agreement may assign or delegate its rights or duties herein to any third party.

28. Modification or Amendment of Agreement: The OAG and the Agency understand that matters not presently contemplated in this Agreement will necessarily be involved in the future administration of this Agreement. This Agreement may be modified in writing by the agreement of the OAG and the Agency at any time. Appendices hereto may be modified in writing by agreement of the parties at any time to provide for changes in personnel, reimbursement rates, and provided equipment while the Agreement remains in effect. No change or modification to this Agreement shall be valid unless it is in writing and signed by both the OAG and the Agency.

29. Notices: Any notice given in connection with this Agreement shall be in writing and shall be delivered, either by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below or his/her successor, or by e-mail to the e-mail address listed below. Notice shall be deemed delivered immediately upon personal service or e-mail, or forty-eight (48) hours after depositing notice in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Jeff Nye
 Chief, Criminal Law Division
 Office of the Attorney General
 700 W. State Street, 4th Floor
 P.O. Box 83720
 Boise, ID 83720-0010
jeff.nye@ag.idaho.gov

TO: Name: _____
 Title: _____
 Agency: _____
 Address: _____

 Email: _____

30. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. Effective Date: This Agreement, including Appendices A through D, supersedes all previous Agreements and shall be in full force and effect from the date of the last signature affixed below.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

APPENDIX A
INTERAGENCY Agreement
ICAC UNIT TASK FORCE AGENT

AGENCY: _____

Pursuant to the foregoing Interagency Agreement, the Agency hereby assigns to the OAG’s ICAC Unit and the OAG hereby designates as an ICAC Task Force Agent, the following employee of the Agency, who shall serve starting at the time and location indicated. The OAG shall reimburse the Agency at the rate indicated for actual hours worked as a Task Force Agent related to ICAC Unit activities.

I. Employee

Agency Employee Name/Title: _____

Agency Supervisor/Title: _____

Effective date of designation as Task Force Agent: _____

Location assigned: _____

Hours per week: _____ 40 hours per week + pre-approved overtime

	FICA	FICA MED	Unemployment	Workers Comp	PERSI	Disability	Medical/Dental/ Vision	Life Insurance
Rate								

Total Annual Salary & Benefits

Total Loaded Hourly Rate

Total Loaded OT Hourly Rate

II. Method of Reimbursement:

The OAG shall reimburse the Agency, per Section II, paragraphs 8 and 10 of the Agreement. Timesheets and an invoice are to be sent to the OAG monthly by the Agency, and the OAG shall reimburse the Agency for properly submitted invoices within 30 days of receipt. Appendix A will be updated as needed to reflect changes in reimbursement rate or personnel. Any changes to either shall be submitted, unsigned, to the OAG at least 30 days in advance and include all applicable financial information. Change of personnel

shall further include dates of resignation and appointment, with no overlap, to facilitate a seamless transition.

III. Overtime Rate:

The overtime reimbursement rate is to be calculated using actual Agency costs and shall only include fixed expenses that increase with the amount of hours worked (e.g., medical insurance).

Signature: _____ Dated _____

Name: _____

Title: _____

Office of the Attorney General

Signature: _____ Dated _____
Agency Head

Name: _____

Title: _____

Agency: _____

APPENDIX B
INTERAGENCY Agreement
EQUIPMENT

AGENCY: _____

I. EQUIPMENT TO BE FURNISHED BY THE OAG:

Hardware and software used for ICAC investigations housed at the OAG and issued to Task Force Agent (e.g., lap-top computer, desktop computer, copier, printer, computer software, etc.)

Unless otherwise agreed to in writing, equipment furnished by the OAG will remain the OAG's property and shall be returned to the OAG at the conclusion of the Task Force Agent's work for the ICAC Unit.

II. EQUIPMENT TO BE FURNISHED BY THE AGENCY:

Police issue equipment (e.g., uniforms, firearms, ballistic vests, vehicles, etc.)

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

APPENDIX C
INTERAGENCY AGREEMENT
COSTS

AGENCY: _____

I. COSTS TO BE REIMBURSED TO THE AGENCY:
(Detail any costs to be reimbursed or indicate “Not Applicable”)

Method of Reimbursement:

II. COSTS TO BE PAID DIRECTLY BY THE OAG:
(Indicate any costs to be paid or indicate “Not Applicable”)

Costs as outlined in Appendix A.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

APPENDIX D
INTERAGENCY AGREEMENT
MENTAL HEALTH

Purpose:

To bring suspects to prosecution, Internet Crimes Against Children (ICAC) investigations routinely require Task Force Agents to view and describe images and videos of children being sexually abused, raped, tortured, and violated by adults. The repeated viewing and description of these traumatic events can inflict a significant mental toll on ICAC Task Force Agents and has the potential to lead to long-term mental health problems for the Task Force Agents. In an effort to proactively protect the mental health, wellness, and resiliency of ICAC Task Force Agents within the ICAC Unit, the Office of the Attorney General (OAG) requires Task Force Agents to participate in comprehensive and integrated quarterly resiliency visits, both individually and as a unit.

Procedure:

1. Mental health evaluations will be performed by a qualified specialized clinical psychologist selected by the OAG.
2. The required quarterly resiliency visits will consist of the following:
 - a. Group debriefing – up to 4 hours
 - i. Options to process emotional experiences related to job duties (i.e., viewing graphic material related to child victimization, offender/victim interviews, operational execution, etc.)
 - ii. Psychoeducation on secondary trauma, vicarious trauma, compassion fatigue, and suicide
 1. Early warning signs
 2. Assessment tools
 3. Interventions
 - iii. Current evidence-based practices to decrease trauma symptoms including, but not limited to:
 1. Intrusive thoughts or images
 2. Sleep difficulty
 3. Memory impairment
 4. Difficulty with sustained attention and concentration
 5. Increased aggression and/or anger
 6. Poor emotion regulation
 7. Increased substance use
 8. Relational challenges (i.e., marital conflict, divorce, parenting difficulty, etc.)

- b. Individualized debriefing to address the same issues addressed in the group debriefing in a more confidential and personalized manner – up to 1 hour per Task Force Agent
3. If a Task Force Agent requests to be removed from the ICAC Unit as a result of counseling at a resiliency visit, the Task Force Agent may not work within the ICAC Unit and the Agency will make reasonable efforts to place the Task Force Agent in a comparable position within the Agency. The Agency will then explore a suitable replacement for the Task Force Agent.
4. The resiliency visits will take place in a location designated by the OAG.

Costs:

Costs for the resiliency visits, travel, and accommodations will be paid by the OAG.

IN WITNESS THEREOF, the respective parties hereby give their consent and do execute Appendix D.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

Signature: _____

Task Force Agent

_____ Dated

Name: _____

Title: _____

Agency: _____