

City of Scottsbluff, Nebraska

Monday, November 21, 2016

Regular Meeting

Item Reports2

Council to consider approving a Memorandum of Understanding with the Nebraska Human Trafficking Task Force and authorize the Mayor to execute the agreement.

Staff Contact: Kevin Spencer, Police Chief

Agenda Statement

Item No.

For meeting of: November 21, 2016

AGENDA TITLE: Nebraska Human Trafficking Task Force Memorandum of Understanding

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Nathan Johnson, City Manager and Kevin E. Spencer, Chief of Police

SUMMARY EXPLANATION: A Memorandum of Understanding between, the Scottsbluff Police Department, the Attorney General's Office, the Salvation Army and the Nebraska State Patrol to form a regional response team to eliminate human trafficking in and affecting Nebraska. The Scottsbluff Police Department would agree to assign a sworn law enforcement officer as the point of contact, participate in at least two proactive human trafficking enforcement operations in a calendar year and provide appropriate personnel as reasonably available for mutual aid to other agencies within the region regarding human trafficking investigations, proactive operations or reactive situations.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**NEBRASKA HUMAN TRAFFICKING TASK FORCE
PANHANDLE REGION HUMAN TRAFFICKING RESPONSE TEAM
ENFORCEMENT MEMORANDUM OF UNDERSTANDING**

Human Trafficking

Meetings of law enforcement and service providers in this Region have concluded that human trafficking exists in this Region. Similar meetings across Nebraska have also concluded that human trafficking exists in all of those Regions. Agencies entering into this MOU agree with the NHTTF Principle that human trafficking is an abomination, and significant resources must be directed toward eliminating human trafficking in and affecting Nebraska.

Parties to the MOU

This Memorandum of Understanding is entered into under the auspices of the Nebraska Human Trafficking Task Force and between the Nebraska Attorney General's Office), the Salvation Army, the Nebraska State Patrol, local law enforcement agencies and County Attorney Offices in the NHTTF Panhandle Region, and the Capstone Child Advocacy Center.¹ The parties to this MOU acknowledge that service providers have entered into separate MOUs with TSA in furtherance of providing services to victims/survivors of human trafficking across Nebraska, including this Region.

Geographic coverage of the MOU

The following 11 counties are in the NHTTF Panhandle Region, and constitute the geographic area initially covered under this MOU: Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux. Nothing in this MOU prevents agencies participating in this MOU from performing or participating in NHTTF activities outside of this MOU, on an ad hoc basis or subject to a separate agreement.

Nebraska Human Trafficking Task Force (NHTTF)

The Nebraska Human Trafficking Task Force (NHTTF) was commissioned by the Nebraska Attorney General on or about October 22, 2015, and is "an enhanced collaborative community caretaking response" to human trafficking in and affecting Nebraska. NHTTF is intended to be a statewide, strategic, systematic, victim-centered, integrated, balanced and proactive task force addressing all forms of human trafficking under Nebraska and Federal law, and to be formed and

¹ As used in this MOU, MOU = Memorandum of Understanding; NHTTF = Nebraska Human Trafficking Task Force; AGO = Nebraska Attorney General's Office; AGO Coordinator = the NHTTF Coordinator employed by the AGO (enforcement-oriented); TSA = The Salvation Army; TSA Coordinator = the NHTTF Coordinator employed by TSA (services-oriented); NSP = the Nebraska State Patrol; LEO = law enforcement officers, collectively including county attorneys; CAC = the Child Advocacy Center; the Regional Response Team = the multi-disciplinary team under NHTTF in each Region responding to human trafficking; the Regional Enforcement Response Team = the LEO component of the Regional Response Team; the Regional Response Team Enforcement Coordinator = the individual law enforcement officer appointed by the Regional Enforcement Response Team Board, with the approval of said individual's employing agency, to coordinate the enforcement component of the Regional Response Team; the Regional Response Team Services Coordinator = TSA Trafficking Specialist assigned to the Region.

implemented as a voluntary collaborative partnership, under the leadership of the Nebraska Attorney General, of public and private entities and individuals, including among others local, state, federal and tribal authorities, and involving law enforcement and prosecution, service providers, advocates, and community partners. NHTTF's three main goals are: (1) To help victims and survivors of human trafficking in or affecting Nebraska; (2) To stop human traffickers in or affecting Nebraska; and (3) To eliminate the human trafficking market in and affecting Nebraska.

NHTTF Plan & OVC-BJA Grants

NHTTF consists of administrative components studying human trafficking in and affecting Nebraska and proposing responses thereto. The parties to this MOU acknowledge the General MOU entered into by several entities as the state-wide administrative MOU of NHTTF. NHTTF also consists of operational components consisting of a State Response Team, six Regional Response Teams, and, where feasible, Local Response Teams. Response Teams are to be multi-disciplinary, significantly making use of existing organizations, programs and personnel. The Attorney General and the Salvation Army are, respectively, recipients of Grant No. 2015-VT-BX-K041, awarded by the Bureau of Justice Assistance (BJA) (law enforcement), and Grant No. 2015-VT-BX-K016, awarded by the Office for Victims of Crime (OVC) (victim/survivor services). BJA and OVC are components of the United States Department of Justice's (USDOJ) Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the SMART Office. While the Federal grants are not NHTTF, the Attorney General and Salvation Army acknowledge the assistance of these grants in establishing NHTTF.

Purposes of the Regional Enforcement Response Team

The agencies entering into this MOU acknowledge and join in the purposes of NHTTF and this NHTTF Region Enforcement Response Team, including, among others regarding human trafficking within the Region, to: (1) integrate enforcement, services and community partners, (2) enhance law enforcement training, (3) provide 24/7/365 response capability, (4) engage in proactive enforcement operations, (5) provide mutual aid to enforcement agencies, (6) enhance community outreach, (7) enhance reporting and data, and (8) promote prevention.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual desire of each of the agencies entering into this MOU to respond to human trafficking in and affecting Nebraska, and to participate in the NHTTF Panhandle Region Response Team, the undersigned agency hereby enters into this MOU and AGREES AS FOLLOWS:

Limitations

The following limitations apply to this MOU.

1. All of the agreements entered into under this MOU are subject to applicable law and for each respective agency, the formal policies of that agency.
2. Only law enforcement officers sworn under Nebraska and/or Federal law shall participate as investigators in proactive operations, investigations and prosecutions of human trafficking cases under NHTTF. Primary investigators should be specifically trained in human

trafficking investigations and operations, prior to participating in such investigations or operations. All sworn officers should receive fundamental training regarding responding to human trafficking.

3. Each agency shall, as reasonably available, involve in proactive operations, investigations and prosecutions, a victim/survivor advocate² of the model proposed by NHTTF and so trained. Participation of an advocate in a Regional Response Team enforcement operation, investigation or prosecution shall be subject to the selection by, direction of, and secrecy requirements of the agency (agencies) leading that operation, investigation or prosecution.³

4. The commitment of personnel made under this MOU⁴ is part-time, but does commit the work-time of said personnel as is reasonably necessary to conduct legitimate, success-oriented investigations and proactive operations regarding human trafficking.

5. The commitment of personnel by a Local agency under this MOU is limited to this Region of NHTTF.

6. Subject to applicable law and advising the AGO, LEO may determine what people/entities shall have knowledge of and participation in any phase of all operations, investigations or prosecutions. Investigations, operations and prosecutions carried out under the auspices of NHTTF are subject to reporting to the AGO.

7. Each person assigned to the Regional Response Team will follow the policies and protocols of her/his respective employing agency. The Regional Response Team Enforcement Coordinator shall promptly and on a continuing basis identify the policies and protocols of the agencies of personnel assigned to the Regional Response Team which appear to be in conflict with the Regional Response Team, the AGO, NSP, or any participating Federal agency, not limited to, but especially regarding continuum of force and deadly force, the use of undercover agents or informants, and the collection and storage of evidence, and shall promptly seek, with the aid of the AGO Coordinator and involved County Attorney, as reasonably available in

² The use of the term “victim/survivor advocate” (“advocate”) herein is a generic reference to preferably one person, or, in the alternative, a well-integrated continuum of persons closely participating with a victim/survivor concerning referral for services, “victim rights,” cooperation with law enforcement, and the like. Such advocate should be available from as close to first contact with the victim/survivor as is reasonably possible, through the completion of assistance to the victim/survivor or the judicial process, whichever later occurs. This includes, but is substantially broader in scope than a “victim-witness specialist.” The model espoused by NHTTF is based on the FBI Victim Specialist working with the Omaha Child Exploitation Task Force; but, may or may not be a law enforcement/prosecution employee.

³ The Salvation Army, as a partner in NHTTF and under the OVC Grant referenced above, employees three Trafficking Specialists, one each in Omaha, Grand Island and North Platte, who are intended to fill this role. Consideration should be given to involving one of these Salvation Army Trafficking Specialists, as reasonably available, as the victim/survivor advocate, or in addition to a law enforcement/prosecutor victim specialist. With regard to minor children, the CAC should be involved in this role, although they may elect not be involved at the proactive phase of a law enforcement operation.

⁴ With the agreement of the majority of other agencies on the Regional Response Team Enforcement Board, described below, an agency may, as an alternative to assigning investigators, assign to the Regional Response Team qualified law enforcement “victim specialists” (by any title), personnel qualified in languages other than English, lab or other technical analysts, jail supervisory personnel, or other personnel agreed to by the Board.

advance of any Regional Response Team operation or investigation to resolve any conflicts in said policies or protocols.⁵

8. Each agency agrees to have its personnel participate in NHTTF proactive enforcement operations pursuant to standard operating procedures adopted and promulgated by NHTTF, as developed in conjunction with the Regional Enforcement Board, described below in this MOU. NHTTF proactive enforcement operations shall only be carried out pursuant to a written operations plan, adopted pursuant to NHTTF standard operating procedures, approved by the NHTTF Regional Enforcement Coordinator, and following formal preoperational coordination of those involved in the operation.

9. Evidence shall be maintained so it can be used either in State Court or Federal Court. Evidence shall always be stored in a qualified “evidence locker,” which will ordinarily be within and under the control of one of the agencies with assigned personnel engaged in the instant operation, investigation or prosecution. Evidence shall not be disposed of prior to express, formal authorization by the prosecuting authority of the case.

10. Operation and investigation reports by law enforcement personnel participating on the Regional Response Team shall be on standard reporting forms of the agency employing the respective, reporting law enforcement personnel, but promptly delivered to the particular NHTTF operation or investigation coordinator, in the manner of delivery requested by said coordinator.

11. Should asset forfeiture become a consideration under any NHTTF Regional Response Team enforcement operation, investigation or prosecution, all of the agencies currently assigning personnel or otherwise currently contributing substantial assets to the Regional Response Team, including but not limited to space or equipment, shall, unless a formula for division of the forfeiture is otherwise applicable (e.g., federal forfeiture), promptly, as soon as forfeiture is a possibility, negotiate an agreement for the division of the funds or other assets subject to forfeiture. Deference shall be given to those agencies which have a positive history of participation in NHTTF operations, investigations and prosecutions, and to those agencies whose personnel or other substantial assets are actually being or have actually been involved in the operation, investigation or prosecution which is the occasion of the forfeiture.

12. At all times, personnel assigned to the Regional Response Team will be supervised by their respective employer supervisors, except that during and in furtherance of NHTTF Regional Response Team operations, investigations and prosecutions, said personnel shall be supervised by the Regional Response Team Enforcement Coordinator or other designated sworn law enforcement officer assigned to the Regional Response Team.

13. The employing agency maintains responsibility for all *Giglio* inquiries. *Giglio* inquiries/issues should be kept in strict confidence, and disclosed only on a need-to-know basis to resolve any *Giglio* issue. In the event any personnel assigned to the Regional Response Team receives a *Giglio* inquiry in the course of his/her assignment to the Regional Response Team, said personnel shall immediately advise the personnel’s employer and the NHTTF Regional

⁵ Issues regarding policy, protocols, or the actions of personnel engaged in NHTTF operations, investigations or prosecutions, will be brought to the attention of the personnel’s employing agency as soon as reasonably possible, by the Regional Response Team Enforcement Coordinator or the AGO Coordinator, in consultation with each other. NHTTF will propose, subject to comment by Regional Response Team participants, “standard operating procedures” for use by Regional Response Teams.

Response Team Enforcement Coordinator. The Agencies participating in the Regional Response team should not assign to the Regional Response Team, personnel whom the agency knows to have a current *Giglio* issue, and should notify the Regional Response Team Enforcement Coordinator or the AGO Coordinator immediately upon the occurrence of a *Giglio* issue or finding. Agencies having personnel assigned to an NHTTF Regional Response Team, which personnel are subject to a *Giglio* issue or finding, shall cooperate with the Regional Response Team, the prosecutor for any affected NHTTF case, and/or the AGO regarding the handling of the *Giglio* issue or finding, including disclosing in confidence the credibility finding and factual details of the *Giglio* matter, for further appropriate use in resolving the *Giglio* issue or finding.

14. The agencies entering into this MOU agree that the response to potential human trafficking cases must be as close to immediate as possible, agree with the systematic effort of NHTTF to provide 24/7/365 coverage for enforcement and services regarding potential human trafficking cases, and shall take all steps reasonably necessary to comply with this expectation.

15. All Federal Grants funds shall be used consistent with the requirements of said Grants, and no Grants funds shall be used contrary to the requirements of said Grants. There are no funds available from the AGO, TSA, NSP or otherwise from NHTTF, under the Federal Grants referenced above, from members or affiliates of NHTTF, or otherwise for the implementation of this MOU or any activities carried out hereunder. This includes, but is not limited to: there are no funds for overtime, equipment, or operations. Should funds be acquired by the Regional Response Team, a further written MOU or Addendum hereto shall be promptly entered into regarding the holding, expenditure and payment of said funds.

16. Nothing in this MOU amends existing legal obligations regarding liability or indemnification concerning personnel of the agencies entering into this agreement regarding participation in operations under the auspices of NHTTF. Unless otherwise expressly agreed in writing between the participants under this MOU, each agency participating in the Regional Enforcement Response Team agrees to be responsible for the negligent or wrongful acts or omissions of said agency's respective employees assigned to or participating in the Regional Response Team and any of its operations, investigations, or prosecutions.⁶ Each agency shall indemnify and hold all other agencies harmless for the negligent or wrongful acts or omissions of that agency's respective employees. Nothing herein waives or otherwise gives up whatever ability any agency may hold under applicable law to assert or argue "agency," "comparative fault," or other legal theory.

17. Each agency agrees that it will not publish, promulgate, or otherwise release any information to the news media or make other public release regarding an active operation, investigation, prosecution or appeal being conducted under the auspices of NHTTF in a manner inconsistent with the NHTTF mission or inconsistent with the express guidelines promulgated jointly by TSA and the AGO. This paragraph does not apply to operations, investigations, prosecutions or appeals not conducted under the auspices of NHTTF.

18. No agency shall use the NHTTF logo or hold itself out as representing NHTTF, unless

⁶ All complaints regarding the operations, investigations or prosecutions of the Regional Response team or the actions of any personnel assigned to or acting on behalf of the Regional Response Team shall be promptly and timely shared between the Regional Response Team Enforcement Coordinator, the Regional Response Team Services Coordinator, the AGO Coordinator, the TSA Coordinator, and the employing agency.

that agency has, before such use or holding out as NHTTF, obtained the express permission of the AGO and TSA, to do so. The AGO and/or TSA, in coordination with each other, must be involved in any grant of authority to use the NHTTF logo, or hold oneself out as representing NHTTF.

19. NHTTF and, thereunder, the Regional Response Team to which this MOU applies, is a voluntary affiliation of separate entities. Neither NHTTF, nor the Regional Response Team, has the status of a “corporation,” “legal association or partnership,” or any other form of “person” under the law. No individual or entity acting in affiliation with NHTTF or the Regional Response Team may legally, in any manner, bind the Attorney General/Attorney General’s Office, the Salvation Army, or any other individual or entity affiliated with NHTTF or the Regional Response Team.

Collaboration

The agencies entering into this MOU agree to reasonably collaborate with the Nebraska Attorney General, the Salvation Army, the Nebraska State Patrol, the regional Child Advocacy Center, each other, and other members of this Region’s multi-disciplinary Response Team, according to the role of each as described in the State Plan⁷ and this MOU, and ultimately as is reasonably necessary to accomplish the goals of NHTTF within the Region. With regard to victims/survivors under 18 years of age, this includes use of the Regional Child Advocacy Center and 1184 Teams as in cases of child abuse.

Support of NHTTF and the NHTTF Regional Response Team

Each LEO entering into this MOU shall support the missions of NHTTF and the NHTTF Regional Response Team, by:

1. Assigning one or more sworn law enforcement officers or County Attorney/Assistant County Attorney(s)⁸ of said agency to serve as the “Point of Contact” (POC) to the Region Response Team, the AGO Coordinator, the TSA Coordinator, the regional CAC, and any other

⁷ The State Plan is the Report & Recommendations for the Establishment of the Nebraska Human Trafficking Task Force, adopted by the Attorney General on or about October 22, 2015, as modified by the First Interim Report on or about May 11, 2016. A copy of each, along with the NHTTF Presumptions has been received by each agency entering into this agreement.

⁸ **County Attorney Offices entering into this MOU agree as follows: Participation in Prosecution. The agency signing below agrees to commit from said agency at least one qualified county attorney/assistant county attorney (“prosecutor”). The commitment of a prosecutor is unique to the county making the commitment, unless said prosecutor serves as a prosecutor in multiple counties, and this commitment is made subject to the multiple county agreement. The agency/individual signing below agrees to the following commitments, relevant to its county, regarding its prosecutor:**

- a. to serve as a point of contact within said agency regarding human trafficking matters; and
- b. to participate in administrative and case review meetings at least once per month and otherwise as needed to aggressively advance human trafficking cases within the respective NHTTF Region; and
- c. to participate, subject to requesting assistance from the AGO, in proactive operations under the auspices of NHTTF each year within the respective Region and carried out in or affecting its county; and
- d. to participate to their conclusion in reactive human trafficking investigations and investigations in furtherance of proactive human trafficking operations.

entity agreed between the POC's employer and the Region Response Team, regarding human trafficking matters, including, but not limited to, investigations, operations, and prosecutions;

2. Providing sworn law enforcement officers, or, as agreed by all other participants to the operation, other personnel or resources to carry out at least two proactive human trafficking enforcement operations per calendar year within the Region, beginning with calendar year 2017;⁹

3. Providing appropriate personnel, as reasonably available and as requested, for mutual aid to other law enforcement agencies within the Region regarding human trafficking investigations, proactive operations, or reactive situations (e.g., traffic stops suspected of involving human trafficking), with a preference for providing mutual aid to agencies participating on the Regional Response Team;

4. Providing personnel, as reasonably available and as requested, to assist State Response Team investigations or operations in or affecting this NHTTF Region;

5. Cooperating with the Nebraska State Patrol in the "deputization" of designated Enforcement Response Team investigators to be "state officers";

6. Providing training regarding human trafficking and associated matters to its complete cadre of sworn officers and "victim specialists," especially through "train-the-trainer" training and education in conjunction with NHTTF;

7. As appropriate to the situation and under the auspices of NHTTF, providing or assisting in the reporting and sharing of data, information or intelligence, between the agency and the local community, and with NHTTF and reporting and research entities associated with NHTTF; and

8. Assisting NHTTF in promoting, especially regarding the agency's local community, the integration of law enforcement with human trafficking victim-survivor service providers and designated community partners, and in establishing outreach operations regarding human trafficking enforcement and services concerning identified populations of people in or about the local community, and in establishing anti-human trafficking coalitions where desired by the local community or communities.

NHTTF Region Response Team Enforcement Board

The law enforcement investigative operations of the NHTTF Region Response Team shall be managed by the NHTTF Region Response Team Enforcement Board ("Enforcement Board"), which shall be established as follows:

1. The Enforcement Board shall consist of:

a. a designated representative of each law enforcement agency which has personnel assigned to the NHTTF Regional Response Team (that is, a sworn law enforcement investigator, a qualified victim advocate, or a qualified analyst, or other personnel accepted by the Enforcement Board); and

b. a County Attorney or Assistant County Attorney from a county from which law enforcement personnel are assigned to the NHTTF Region Response Team (that is, the county or a municipality within the county has personnel assigned to the NHTTF Region Response Team); and

c. one Enforcement Board member from a county or municipality which

⁹ Nothing herein prohibits any agency from participating in more than 2 proactive operations per year.

does not have personnel assigned to the NHTTF Region Response Team (which member shall represent all counties and municipalities within the NHTTF Region which do not have human resources assigned to the NHTTF Region Response Team); and

d. a representative of the AGO (that is, the AGO Coordinator, or the AGO Human Trafficking Investigator, or a designated substitute); and

e. a Lieutenant, or other sworn investigator designated by NSP, assigned to the NSP Troop Area generally corresponding to the NHTTF Region and designated to deal with human trafficking matters; and

f. the TSA Trafficking Specialist assigned to cover the NHTTF Region (who shall not relate to internal law enforcement matters); and

g. a designated representative of the CAC serving the NHTTF Region, who shall be limited to matters involving victims/survivors under 18 years of age,¹⁰ and shall not relate to internal law enforcement matters.

2. The Enforcement Board shall by the simple majority vote of Enforcement Board members, unless another voting majority is expressly provided by the Board:

a. Designate, in consultation with the AGO and TSA, an NHTTF Region Response Team Enforcement Coordinator, who shall carry out the responsibilities of the position pursuant to the NHTTF Plan and as overseen by the Enforcement Board, and who is subject to removal from the position by the Enforcement Board;

b. Designate a secretary for Enforcement Board matters, such as keeping the minutes of Enforcement Board meetings, giving notice of regular meetings of the Enforcement Board, calling special meetings of the Enforcement Board, and, for example, communicating with the AGO regarding matters concerning the Enforcement Board;

c. Designate, should funds become available to Regional Response Team enforcement operations, a treasurer to oversee the collection, holding, and expenditure of funds consistent with Nebraska law and sound accounting methods;

d. Remove, in consultation with the authority originally appointing the Enforcement Board member, an Enforcement Board member (any such removal is subject to the appointment of a successor Enforcement Board member, other than the removed member, by the original authority appointing that Enforcement Board member);

e. Remove, in consultation with the authority originally appointing the law enforcement personnel, law enforcement personnel assigned to the NHTTF Region Response Team (any such removal is subject to the appointment of successor personnel, other than the removed personnel, by the original authority appointing that personnel);

f. Designate, subject to approval by the AGO, and in consultation with TSA, standard operating procedures for NHTTF Region Response Team enforcement investigations;

3. The Enforcement Board shall also:

a. Provide or promote, subject to approval by the AGO, in consultation with TSA, the training of law enforcement personnel and cooperating multi-disciplinary personnel:

i. Potentially encountering human trafficking victims/survivors or

¹⁰ Noting that under Nebraska law the age of majority is 19 years (whereas the age of victimization for human trafficking is under 18 years of age), consideration could be given to engaging the CAC for victims/survivors of human trafficking under 19 years of age, pursuant to the CAC's policies.

perpetrators (including potential traffickers, culpable consumers, and persons culpably benefiting from and facilitating human trafficking);

ii. Potentially involved in human trafficking cases within the NHTTF Region;

iii. Potentially involved in NHTTF proactive enforcement operations within the NHTTF Region.

b. Provide or promote within the NHTTF Region, subject to involvement of the AGO and TSA, law enforcement involvement in the establishment of citizens' coalitions against human trafficking, and the establishment and carrying out of prevention and public awareness programs regarding human trafficking, which programs should involve law enforcement personnel, such as middle school/high school "awareness" projects, and hotel-motel personnel training projects;

c. Provide or promote within the NHTTF Region, in the manner requested by the AGO, the timely, accurate and thorough reporting of human trafficking cases and statistics to the AGO, or as otherwise requested by the AGO;

d. At least semi-annually, at times requested by the AGO in consultation with TSA, and consistent with criterion provided by the AGO, especially under the BJA Grant, evaluate the effectiveness of the NHTTF Region Response Team enforcement investigations and operations, and timely report the results of said evaluations to the AGO or as requested by the AGO;

e. To accomplish its responsibilities, the Enforcement Board shall meet at least quarterly, and more often as needed to accomplish its purposes, especially if so requested by a member of the Enforcement Board, the NHTTF Region Response Team Enforcement Coordinator, or the AGO.

Effectiveness, Modification, Withdrawal, Removal or Cancellation of this MOU

1. This MOU shall, subject to the limitations stated in this MOU, be effective for each agency entering into this MOU, from the date of signature by the representative of said agency. This MOU shall be effective to and including September 30, 2017, and may thereafter be renewed by signature of the agency entering into this MOU.

2. This MOU may be amended only in writing with signature by any entity to be bound by said amendment. Additional entities may be added to this MOU by written Addendum, signed by the agency to be bound by said Addendum.

3. Any agency bound by this MOU may withdraw from this MOU by giving notice of said withdrawal to the AGO Coordinator, in writing, addressed to:

NHTTF Coordinator
Office of the Attorney General
2115 State Capitol
Lincoln, Nebraska 68509-8920

whereupon said withdrawal is effective 60 days after receipt of the notice by said NHTTF Coordinator. The responsibilities of any entity under this MOU continue in full force and effective until the effective date of that entity's withdrawal from this MO

4. The AGO and TSA, acting in coordination, in their sole discretion, and with or without

cause, may, on 30 days notice, remove from participation in NHTTF or the Region Response Team, any agency entering into this MOU for participation in the Region Response Team, and may require said agency to immediately cease representing that said entity is associated with NHTTF or the Region Response Team.

5. Should the Federal Grants referred to above, or either of them, be cancelled or funds thereunder be withheld, this MOU is cancellable in total in the sole discretion of the Attorney General, or the Salvation Army, in coordination with each other, immediately upon the giving of notice to the agencies entering into this MOU.

6. Noting the number of agencies entering into this MOU, and desirous of expediting the conclusion of this MOU between the agencies joining herein, each of the undersigned agencies agrees that each agency may sign a separate copy of this MOU, and that the separate copy of this document signed by each agency be joined with the signed copy of each of the other agencies joining in this MOU, to constitute the full MOU applicable to NHTTF Panhandle Region Response Team.

Particular Participation

To facilitate the establishment of the Nebraska Human Trafficking Task Force and thereunder, the Panhandle Region Response Team, the agency signing below, agrees to the following particular participation in the NHTTF Region Response Team, in addition to the Agreements stated above:

1. Assignment of personnel. _____, hereby agrees to assign the following
[Name of Agency]
personnel to the NHTTF Panhandle Region Human Trafficking Response Team (specify name, rank, and contact information for donated personnel):

2. Use of space. _____, hereby agrees to assign the following space to
[Name of Agency]
the NHTTF Panhandle Region Response Team, for the purpose of (e.g., meetings of the Enforcement Board, or operational meetings), under the following conditions (enter conditions):

3. Equipment. _____, hereby agrees to [assign the use of/donate] the
[Name of Agency]
following equipment to the NHTTF Panhandle Region Human Trafficking Response Team (list equipment): _____
_____ ,
under the following conditions (describe conditions): _____

4. The agency signing below agrees to make these commitments understanding that there is no over-time pay, expense reimbursement, or other financial or in-kind assistance available from NHTTF or otherwise to reimburse participating agencies for time, space, or equipment donated in furtherance of said proactive operations, investigations, or prosecutions.

The person signing below for the designated agency hereby certifies that said person has full legal authority to act for said agency and bind it regarding this MOU. By signing this MOU, the undersigned representative of said agency, for and on behalf of said agency, hereby accepts all of the understandings, terms, conditions, responsibilities, and limitations of this MOU, binding said agency thereto.

Name of Law Enforcement Agency/County Attorney Office

Signature

Date

Typed or printed name signing

Title