

ORIGINAL

A RESOLUTION OF THE BOARD OF COMMISSINERS OF DELAWARE COUNTY, INDIANA APPROVING
THE DELAWARE COUNTY HIGH TECH CRIMES UNIT
INTERLOCAL AGREEMENT WITH THE CITY OF MUNCIE

WHEREAS, the 2021 House Enrolled Act 1082 allows "[t]he Indiana Prosecuting Attorney's Council to establish high tech crimes units to assist prosecuting attorneys in investigating, collecting evidence, and prosecuting high tech crimes;" and

WHEREAS, the Indiana Prosecuting Attorney's Council notified the Delaware County Prosecutor that the Delaware County office was selected to receive state funding to establish a regional high tech crime unit; and

WHEREAS, the Delaware County Prosecutor's Office High Tech Crime Unit is scheduled to begin operations in January 2022; and

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the "County") wishes to enter into an Interlocal Agreement with the City of Muncie (the "City") and the Delaware County Prosecutor's Office (the "Prosecutor's Office") for the establishment and management of the high-tech crimes unit; and

WHEREAS, the Interlocal Agreement shall not be effective until it is approved by the County Council of Delaware County ("County Council") as the fiscal body of the County; and

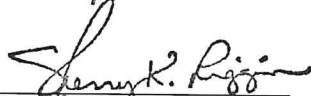
WHEREAS, a true and accurate copy of the Delaware County High Tech Crimes Unit Interlocal Agreement is attached hereto as Exhibit "A" for the City Council's consideration and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA as follows:

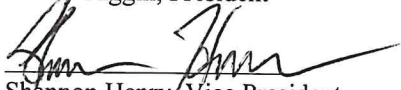
The Board of Commissioners hereby approves the Delaware County High Tech Crimes Unit Interlocal Agreement with the City of Muncie and the Delaware County Prosecutor's Office.

This Resolution shall be in effect upon adoption.

Dated this 24 day of January, 2022.



Sherry Riggins, President

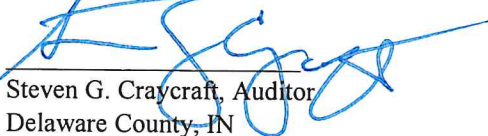


Shannon Henry, Vice President



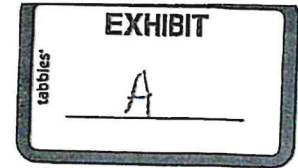
James King, Member

Attest:



Steven G. Craycraft, Auditor
Delaware County, IN

ORIGINAL



**DELAWARE COUNTY HIGH TECH CRIMES UNIT
INTERLOCAL AGREEMENT WITH THE CITY OF MUNCIE**

This Delaware County High Tech Crimes Unit (the "Unit") Interlocal Agreement (this "Agreement") is entered into by and between the Board of Commissioners of Delaware County, Indiana (the "County"), the City of Muncie, Indiana (the "City"), and the Delaware County Prosecutor's Office (the "Prosecutor's Office").

WHEREAS, in 2021 House Enrolled Act 1082 added section 33-39-8-7 to the Indiana Code. This provision allows "[t]he Indiana Prosecuting Attorney's Council to . . . establish high tech crimes units to assist prosecuting attorneys in investigating, collecting evidence, and prosecuting high tech crimes." High tech crimes are defined as "a criminal act that is either: (1) committed with or (2) assisted by digital . . . , network, or communications technology." The IPAC "may select up to ten (10) counties that collectively represent the north, south, east, west, and central geographic areas of Indiana" ensuring state-wide coverage. Indiana's High Tech Crime Units or HTCUs will focus on digital forensics which, according to the National Institute of Standards and Technology, is "the field of forensic science that is concerned with retrieving, storing and analyzing electronic data that can be useful in criminal investigations" to include "information from computers, hard drives, mobile phones and other data storage devices;" and

WHEREAS, on November 2, 2021, the IPAC informed the Delaware County Prosecutor that his office has been selected to receive approximately \$285,000 annually in state funding to establish a regional high tech crime unit; and

WHEREAS, The Delaware County Prosecutor's Office High Crime Unit (HTCU) will begin operations in January 2022. The unit is a regional investigative unit under the supervision of the Delaware County Prosecutor. The region consists of Delaware, Blackford, Fayette, Grant, Henry, Jay, Randolph, Rush, Union, Wabash, and Wayne counties. The unit provides law enforcement officers and investigators in the region with assistance in criminal investigations where the use of any type of digital media was used as an integral part of the crime. This includes investigation and analysis of digital evidence in our region by conducting digital examinations on computer and mobile media and fostering engagement with local institutions of higher education by developing and maintaining investigator internship programs. The mission of the Delaware County Prosecutor's Office High Tech Crime Unit is to find the truth by providing law enforcement agencies with accurate, reliable, and timely high tech and cybercrime laboratory services. The investigators in the Unit are objective finders of fact. They are impartial, no matter the case being worked on, whether it be for the prosecution or for the defense; and

WHEREAS, the Delaware County Prosecuting Attorney and the Chief of the Muncie Police Department desire that the Unit be staffed with at least one (1) adequately trained sworn police officer from the Muncie Police Department to work in the unit full time; and

WHEREAS, the City of Muncie and its citizens will benefit from the Delaware County High Tech Crimes Unit; and

WHEREAS, in an effort to provide for a full-time sworn Muncie Police Officer to the Delaware County High Tech Crimes Unit, which is a benefit to both the City of Muncie

and its citizens, the City and County have agreed to execute an interlocal agreement pursuant to Ind. Code 36-1-7 et. seq., clearly setting forth the rights and obligations of each with respect to the financing of a full-time sworn Muncie Police Officer assignment to Delaware County High Tech Crimes Unit.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose:** The purpose of this Agreement is to set forth the rights and responsibilities of the parties in financing the salary of a full-time sworn Muncie Police Officer to be assigned to the Delaware County High Tech Crimes Unit.
2. **Term:** The initial term of this Agreement shall be for five (5) years commencing on the 1st day of January, 2022, and ending on the 31st day of December, 2026 or unless the state funding for the High Tech Crimes Unit for Delaware County should terminate. The Agreement shall automatically renew for an additional term of five (5) years, unless either party, no later than one year prior to its expiration, provides written notice to the other party of its intention to not renew this Agreement.
3. **Governance:** The City of Muncie employs a number of "regular police officers" as defined in the current collective bargaining agreement between the City of Muncie and F.O.P. Lodge #87. Among those regular police officers are individuals who hold full time sworn police officer positions as employees of the Muncie Police Department. This agreement shall modify that employment relationship only to the extent that the parties agree a full time sworn police officer with the Muncie Police Department shall be assigned full time to serve with the Delaware County High Tech Crimes Unit.
4. **Financing:** It is the intention of the parties that the Delaware County

Prosecutor's Office provide through its High Tech Crimes Unit fund, an amount that substantially reimburses the City of Muncie for the approximate salary of the Muncie Police Officer who is assigned to the Delaware County High Tech Crimes Unit. Accordingly, the Prosecuting Attorney, through the High Tech Crimes Unit fund shall pay the City of Muncie the sum of \$50,000 for each year that a full time sworn Muncie Police Officer is assigned to the Delaware County High Tech Crimes Unit, beginning in January of 2022. The payments shall be made in two (2) semiannual payments of \$25,000 each, the first in January and the second in June. The Auditor of Delaware County shall receive, disburse, and account for the High Tech Crimes Unit Fund. The City of Muncie will continue to be responsible for paying the cost of benefits to which the Officer assigned to the High Tech Crimes Unit is otherwise entitled.

5. **Selection of the Officer:** The officer to be assigned to the Delaware County High Tech Crimes Unit shall be selected and approved by the Muncie Chief of Police and the Delaware County Prosecuting Attorney. The officer can be excused from the Unit by the Muncie Chief of Police or the Delaware County Prosecuting Attorney and replaced with another qualified sworn officer as outlined above upon five (5) day written notice to the other party, unless a shorter period is agreed upon by the Chief of Police and the Prosecuting Attorney.

6. **Administration:** The Delaware County High Tech Crimes Unit, and all those assigned to the Unit, shall operate under the supervisor of the Unit Director, the Delaware County Chief Deputy Prosecuting Attorney, and the Delaware County Prosecuting Attorney while on assignment to the High Tech Crimes Unit by the Chief of

Police for the City of Muncie.

7. **Chain of Command and Reporting Responsibilities:** The Muncie Police Officer assigned, full time, to the High Tech Crime Unit shall remain an employee of the City of Muncie and be subject to the jurisdiction of the Muncie Police Merit Commission, the Standard Operating Procedures of the Muncie Police Department, and the terms and conditions set forth in the City of Muncie's collective bargaining agreement with F.O.P. Lodge #87. That individual will simply be assigned to the Delaware County High Tech Crimes Unit. For the duration of that assignment, the officer shall report to the Director of the Unit, the Chief Deputy Prosecutor, and the Prosecuting Attorney. The officer will also be responsible to report to and honor the officer's internal police department chain of command and standard operating procedures.

8. **Time Off:** The Muncie Police officer shall follow the time off scheduling and requesting procedures as outlined in the Collective Bargaining Agreement with the Fraternal Order of Police and the Muncie Police Department.

9. **Termination:** This Agreement may be terminated by the County or City upon twelve (12) month written notice to the other party.

10. **Required Approvals:** This Agreement shall not be effective unless and until it is approved by the fiscal body of the City and County pursuant to Ind. Code 36-1-7-4(a).

11. **Miscellaneous:**

- a. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreement.

- b. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- c. This Agreement may only be modified in writing signed by all parties and approved in accordance with Ind. Code 36-1-7 et. seq., as it may be amended.
- d. Notices: All notices which may be required pursuant to the terms of this Agreement shall be provided as follows:

To the County: Delaware County Commissioners
 100 West Main Street
 Muncie, Indiana 47305

To the City: Mayor, City of Muncie
 300 North High Street
 Muncie, Indiana 47305


To the Delaware County
 Prosecutor's Office: Delaware County Prosecutor
 3100 S. Tillotson Ave. Suite 270
 Muncie, Indiana 47302

IN WITNESS WHEREOF ABOVE, the undersigned have set their hands as of the

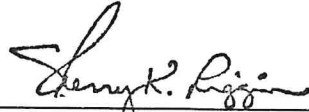
24 day of January, 2022

CITY OF MUNCIE

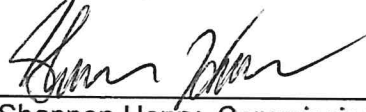
DELAWARE COUNTY


 Dan Ridenour, Mayor


 James King, Commissioner



Sherry Riggan, Commissioner



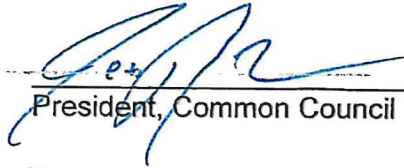
Shannon Henry, Commissioner

DELAWARE COUNTY PROSECUTOR



Eric M. Hoffman, Prosecuting Attorney

Approved by the Common Council of the City of Muncie this 10th day of January, 2022.



President, Common Council

Approved by the Delaware County Council this 15 day of January, 2022.



President, Delaware County Council