



# Board of County Commissioners Agenda Request

**5A**  
Agenda Item #

**Requested Meeting Date:** December 18, 2019

**Title of Item:** ICAC JPA

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Sheriff Scott A. Turner	<b>Department:</b> Aitkin County Sheriff's Office
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<b>Presenter (Name and Title):</b> Sheriff Scott A. Turner	<b>Estimated Time Needed:</b> 5 minutes
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**Summary of Issue:**

Approve Joint Powers Agreement - Internet Crimes Against Children.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**

Request board chair to sign agreement. Please forward signed agreement.

**Financial Impact:**

Is there a cost associated with this request?     Yes     No

What is the total cost, with tax and shipping? \$

Is this budgeted?     Yes     No    *Please Explain:*

Legally binding agreements must have County Attorney approval prior to submission.

**SCOTT A. TURNER**  
**SHERIFF OF AITKIN COUNTY**

217 Second Street NW, Room 185  
Aitkin, MN 56431

218-927-7435 Emergency 911  
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887  
TOLL FREE 1-888-900-2138

**MEMO**

TO: Aitkin County Board

DATE: December 6, 2018

FROM: Sheriff Scott Turner

RE: JPA - ICAC

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Attached is a copy of the Joint Powers Agreement with the State of Minnesota – Minnesota Internet Crimes Against Children Task Force for implementing a three-pronged approach – prevention, education and enforcement to combat internet crimes against children.

Upon executing this JPA they will provide us with the software to accomplish the gathering of evidence from electronic media. That is a vital piece to keeping our children safe. Currently, we have to rely on other agencies to accomplish this task, thereby slowing down our efforts.

This partnership and the providing of the necessary software is done without direct cost to us. The only expectation is that we will provide that service to the police departments in Aitkin County. As they are also serving Aitkin County residents, this is appropriate.

If we were to purchase this software on our own, the cost would be in the neighborhood of about \$10,000 - \$12,000 with an annual maintenance cost of about \$3,000. We have been pursuing this for a number of years.

The JPA has been reviewed by County Attorney Ratz.

## Minnesota Internet Crimes Against Children Task Force

### Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and **County of Aitkin on behalf of its Sheriff's Office, 217 2<sup>nd</sup> St NW, Aitkin, MN 56431** ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

**WHEREAS**, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

**WHEREAS**, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS**, the Grantee is the recipient of a federal grant, attached and incorporated into this Agreement as Exhibit A, disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

**WHEREAS**, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force;

**NOW THEREFORE**, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach, **prevention, education, and enforcement**, to combat Internet Crimes Against Children; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards identified in Exhibit B, attached and incorporated into this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this Agreement, including conducting undercover operations relative to ICAC (a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojjdp.gov/programs/progsummary.asp?pi=3#Resources>); and
3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits

prevail; and

4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law; and
5. All members and representatives of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same law enforcement agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within thirty (30) calendar days of the date of invoice, with payment made to ***Atikin County Sheriff's Office, 217 2<sup>nd</sup> St NW Aitkin 56431***; and
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander, or his successor or designee, for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minnesota Statutes § 16C.05, subdivision 5, the Undersigned Law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor and/or the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System ("CPPS") pursuant to the OJJDP guidelines; and
12. In the event future federal funding is no longer available, or if this Agreement is terminated

by either the State or the Undersigned Law Enforcement Agency, or if the Undersigned Law Enforcement Agency breaches this Agreement, then the Undersigned Law Enforcement Agency shall, at the request of the Minnesota ICAC Task Force Commander or his successor or designee, return all investigative equipment acquired through OJJDP funding within sixty (60) calendar days of such request.

13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
  - A. Investigations by the Undersigned Law Enforcement Agency under this Agreement shall be conducted in accordance with the OJJDP ICAC Task Force Program Standards identified in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander, or his successor or designee, through the term of this Agreement or until all federal funds under the OJJDP grant have been expended, whichever comes first.
  - B. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A, to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander, or his successor or designee.
14. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.
16. **Term of this Agreement**

This Agreement shall be effective on the date the Grantee and the Undersigned Law Enforcement Agency obtain all required signatures under Minnesota Statutes § 16C.05, subdivision 2, and shall remain in effective through **May 31, 2019** unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to June 1, 2016 for overtime salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Sections A and B.** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.
17. **Venue**

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

**1. Undersigned Law Enforcement Agency**

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

\_\_\_\_\_  
By and Title  
Undersigned Law Enforcement Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
{Name}, {Title}

\_\_\_\_\_  
Date

\_\_\_\_\_  
{Name}, {Title}

\_\_\_\_\_  
Date

\_\_\_\_\_  
{Mayor or Board Chair}

\_\_\_\_\_  
Date

**2. Department or Public Safety; Bureau of Criminal Apprehension**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(With delegated authority)

\_\_\_\_\_  
Date

**3. Commissioner of Administration  
As delegated to Materials Management Division**

\_\_\_\_\_  
By and Title

\_\_\_\_\_  
Date