



Board of County Commissioners Agenda Request

5A
Agenda Item #

Requested Meeting Date: November 12, 2019

Title of Item: ICAC JPA

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Sheriff Dan Guida	Department: Aitkin County Sheriff's Office
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Presenter (Name and Title): Sheriff Dan Guida	Estimated Time Needed: 10 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 and resolution.

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:*

DANIEL G. GUIDA

AITKIN COUNTY SHERIFF

218 1st St. N.W.

Aitkin, MN 56431

218-927-7435 / 1-888-900-2138

Emergency 911

Sheriff Fax: 218-927-7359 / Dispatch Fax: 218-927-6887

MEMO

TO: Aitkin County Board

DATE: October 21, 2019

FROM: Sheriff Dan Guida

RE: JPA - ICAC

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. This is a partnership we began in January, and at this time would like to extend to a five year term.

This partnership and the providing of the necessary software is 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.

Please contact me if you have questions. Thank you.

By Commissioner: xx

20191112-0xx

JPA MN Internet Crimes Against Children Task Force

WHEREAS, the County of Aitkin on behalf of its County Attorney desires to enter into Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Aitkin County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Aitkin on behalf of its County Attorney are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the County Administrator Jessica Seibert, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That Anne Marcotte, Chair of the Board of Commissioners of the County of Aitkin, and Jessica Seibert, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 12th day of November 2019, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 12th day of November, 2019

Jessica Seibert
County Administrator



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "County of Aitkin on behalf of its Sheriff's Office, 217 2nd St NW, Aitkin, MN 56431" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together 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 these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

- 3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.6 Investigators must be licensed Minnesota peace officers.
- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Donald Cheung, Senior Special Agent/Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: donald.cheung@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Daniel Guida
Address: Aitkin County Sheriff's Office
218 1st St. N.W.
Aitkin MN, 56431
Telephone: 218-927-7435
E-mail Address: dan.guida@co.aitkin.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

7.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

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

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

8. Liability

The BCA and the Governmental Unit agree 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 BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

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

11. Venue

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

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: _____
Governmental Unit

_____ Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____
(with delegated authority)

_____ Date

COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

_____ Date