

South Dakota Division of Criminal Investigation

Joint Powers Agreement
Internet Crimes Against Children Task Force

This Multi-Agency Law Enforcement Joint Powers Agreement (Agreement), and amendments and supplements thereto, ("Agreement") is entered into on this ___ day of _____, 2005, between the State of South Dakota, Office of Attorney General Division of Criminal Investigation, Pierre, SD 57501 ("DCI") and the following ("Participating Law Enforcement Agencies"):

- City of Sioux Falls, acting through it's Police Department 320 West 4th Street, Sioux Falls, SD 57101
- City of Rapid City, acting through it's Police Department 300 Kansas City Street, Rapid City, SD 57702
- County of Minnehaha, acting through it's Sheriff's Office 320 West 4th Street, Sioux Falls, SD 57101
- County of Pennington, acting through it's Sheriff's Office 300 Kansas City Street, Rapid City, SD 57702

The DCI and Participating Law Enforcement Agencies (collectively the Parties) are empowered to enter into this Joint Powers Agreement pursuant to S.D. Codified Laws chs.1-24, 7-12, 9-29 and 23-3.

Whereas, DCI and the Participating Law Enforcement Agencies have joined together to form 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 Parties agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

Whereas, the DCI -through the Minnesota Internet Crimes Against Children Task Force has access to ef a federal grant (attached to 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") working group has been established representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients.

Now Therefore, the parties agree as follows:

DCI and the Participating Law Enforcement Agencies approve, authorize, and enter into this Agreement to create a South Dakota Internet Crimes Against Children Task Force, (Task Force) with the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children: **prevention, education and enforcement.**

1. Each Party shall adhere to the OJJDP ICAC Task Force Program Standards, in addition to state and federal laws, when conducting undercover operations relative to ICAC (attached to this Agreement as Exhibit B).
2. Each Party shall adhere to the Minnesota ICAC Task Force Policy Statement (attached to this Agreement as Exhibit C).
3. Each Party will contribute employees to the Task Force for carrying out the purposes of this Agreement. All employees contributed by a Party ("contributed employees") will be employed by that Party.
4. When a contributed employee acts within the scope of this Agreement, the contributed employee's actions are within that employee's scope of duty and course of employment to the same extent as if the contributed employee had acted on behalf of the employee's employing Party.
5. The Participating Law Enforcement Agencies shall indemnify, save and hold harmless the DCI, its officers, agents, representatives and employees from any and all claims or causes of action, including all reasonable attorney's fees incurred by the DCI, arising from the performance of this Agreement by the Participating Law Enforcement Agency's contributed employees.
6. All contributed employees shall continue to be employed by the contributing Party and all services, duties, acts or omissions performed by the contributed employee will be within the course and duty of that employment, and therefore the contributing Party will retain the exclusive responsibility for any such contributed employee, including, but not limited to regular and overtime wages and salaries, unemployment, workers compensation and health insurance coverage and other employer fringe benefits. Parties also agree to obtain and maintain liability coverage for all their respective contributed employees acting under this Agreement, under the same terms and conditions of coverage applicable to those employees while performing law enforcement and other activities for such Party.
7. The Participating Law Enforcement Agencies shall submit all requests for undercover ICAC related operations in writing to the Director of DCI for presentation to the

Commander of the Minnesota ICAC Task Force for presentation to the OJJDP ICAC Task Force Working Group.

8. The Participating Law Enforcement Agencies may be eligible for federal grant funds for costs incurred under the Agreement. Receipt of any grant funds is contingent on a Participating Law Enforcement Agency complying with all the terms and conditions of the federal grant agreement.
9. Participating Law Enforcement Agencies must first submit a written request, at least 5 weeks in advance and receive approval for the funds from the DCI and Minnesota ICAC Unit Commander to receive equipment or reimbursement for expenses paid from grant funds. The Participating Law Enforcement Agencies must supply original receipts to be reimbursed on pre-approved requests.
10. The Participating Law Enforcement Agencies shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Director of DCI or his designee so those records can be forwarded to the Minnesota ICAC Task Force Commander or his designee for statistical reporting purposes.
11. The Participating Law Enforcement Agencies shall participate fully in any audits required by the OJJDP.
12. The Participating Law Enforcement Agencies shall make a reasonable good faith attempt to be represented at any scheduled meetings in order to share information and resources amongst the multiple entities. All contributed employees shall meet at least semi-annually at a time and location selected by DCI.
13. The Participating Law Enforcement Agencies shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System (CPPS) pursuant to the OJJDP guidelines.
14. The Participating Law Enforcement Agencies shall provide DCI, so that it can be forwarded to the Minnesota ICAC Task Force Commander in a timely manner, all investigative equipment acquired through federal grant funding as a result of this Agreement in the event that future federal funding is no longer available, a Participating Law Enforcement Agency decides to withdraw its participation in this Agreement, the Agreement is terminated, or a Participating Law Enforcement Agency breaches the Agreement.
15. Modification of this Agreement may be made at any time during its effective period only upon timely notification to the other party along with the written consent and agreement of the parties, their successors or their duly appointed representatives.

16. This Agreement shall become effective upon the date of the last signature of the authorized representative and will remain until terminated pursuant to the terms and conditions of this Agreement.
17. Any Participating Law Enforcement Agency may withdraw from this Agreement by providing the other parties with 30-day written notice. Compliance with the terms and conditions of the federal grant agreement survive withdrawal from the Agreement. The Agreement will remain in effect unless the remaining Parties agree to terminate.
18. This Agreement can be terminated by DCI for any reason by providing 30-day written notice to the other Participating Law Enforcement Agencies or upon agreement of the Parties.
19. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by DCI. The termination for any of these reasons is not a default nor does it give rise to a claim against the terminating Party.
20. The Parties declare that no separate governmental entity as contemplated SDCL 1-24-4 is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by the Director of DCI for the DCI and the respective Sheriff or Police Chief for the Participating Law Enforcement Agencies, or their authorized designees, as contemplated in SDCL 1-24-5.
21. All notices or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to the persons identified above on behalf of the Parties, or such authorized designees as a Party may from time to time designate in writing. Notices or communications to or between the Parties shall be deemed to have been delivered when mailed by first class mail or, if personally delivered, when received by such Party.
22. This Agreement is intended to only to govern the rights and interest of the Parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.
23. The Parties acknowledge that a true and correct copy of this Agreement will be filed with the Office of Attorney General and the Legislative Research Council within 14 days of its final execution pursuant to SDCL 1-24-6.1.

24. By the signature of their representative below, DCI and each Participating Law Enforcement Agency certify that they have abided by all laws required of it to enter into this Agreement and that the appropriate person(s) have executed the Agreement on behalf of the Agencies and that approval of this Agreement by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representative is authorized to sign on the party's behalf. A copy of each authorizing resolution or ordinance is attached to this Agreement and incorporated herein

25. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee of DCI or Participating Law Enforcement Agency.

Kevin Thom, Director
Division of Criminal Investigation
Approved:

Date

Lawrence E. Long
Attorney General

Doug Barthel, Chief of Police
Sioux Falls Police Department

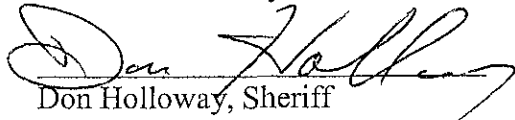
Date

Craig Tieszen, Chief of Police
Rapid City Police Department

Date

Mike Milstead, Sheriff
Minnehaha County Sheriff's Office

Date


Don Holloway, Sheriff
Pennington County Sheriff's Office

12/21/05
Date