

JOINT POWERS AGREEMENT

WHEREAS, the Sherburne County Sheriff seeks to further collaboration with the area law enforcement agencies in the sharing of intelligence information for the identification of patterns and modes of criminal activity; and

WHEREAS, the Sherburne County sheriff has developed a web site for Regional Criminal Tracking and Analysis Group (RCTAG) for criminal activity; and

WHEREAS, the local area Chief Law Enforcement Officers have expressed an interest in joining together to share resources and information in their effort to further the safety in the communities that we all share. The following agencies have joined together to achieve this objective:

County Sheriff's of:

Anoka County
Benton County
Isanti County
Mille Lacs County
Stearns County
Wright County

City Police Departments of:

Annandale	Princeton
Becker	Rice
Big Lake	Rogers
Braham	Sartell
Cambridge	Saint Cloud
Elk River	Saint Joesph
Foley	Sartell
Isanti	Sauk Rapids
	Waite Park

And the following law enforcement Agencies:

Central Minnesota Violent Offender Task Force
Mille Lacs Band of Ojibwe Indians Tribal Police

WHEREAS, the above-entitled entities have the ability to join together pursuant to Minnesota State §471.59 (Joint exercise of powers act for law enforcement activities);

WHEREAS, criminal investigative data and criminal intelligence information shall only be used and exchanged pursuant to this Agreement when it is pertinent and necessary in the initiation, furtherance or completion of an investigation in conformance with, inter alia, Minnesota Statute § 13.82 and 28 CFR Part 23.

NOW, THEREFORE, the Sherburne County Sheriff Joel BROTT and the Chief Law Enforcement Officer Jeffrey Mark KATERS for the jurisdiction of City of Ramsey, State of Minnesota hereby enter into the following Joint Powers Agreement:

The purpose of this agreement is for area law enforcement agencies to share intelligence information by identifying patterns and modes of criminal activity through a Regional Criminal Tracking Analysis Group (RCTAG). In carrying out the duties of the law enforcement function of sharing such information, the City of Ramsey Police Department will be handling one or more types of information that is confidential data on individuals as defined by Minnesota Statute §13.02, subd. 3, and shall be deemed "protected information" under this Agreement.

The parties agree that it is imperative for both parties that they are responsible for the proper handling of information and the safeguarding of information by its employees, subcontractors and

authorized agents of the protected information that is collected, created, used, maintained or disclosed on behalf of the agency. This responsibility means that each agent, employee and subcontractor shall be properly trained regarding the handling of the information. This includes training on all applicable laws for the access to any of the information in the criminal justice system. Specifically, the City of Ramsey Police Department shall agree to the following policies and laws:

The Sherburne County Sheriff's Office Policy Manual Regional Criminal Tracking and Analysis Group (including any future amendments to the same) (attached and made part of this agreement); and the Sherburne County Sheriff's Policy covering its Mission Statement, Privacy Policy Purpose, Definition, Governance and Oversight, Policy Applicability and Legal Compliance, Information, Acquiring and Receiving Information, Information Quality Assurance, Collation and Analysis, merging of records, Use of Information by the RCTAG, Disclosure of Information Outside the RCTAG, Redress, Security Standards, Information Retention and Destruction, Accountability and Enforcement and Training requirements (including any future amendments to the same) (attached and made part of this agreement).

In the use of such information, the City of Ramsey Police Department shall:

- Not use or further disclose the protected information that has been created, collected, received, store, used, maintained or disseminated in the course of this agreement other than in accordance with the proscribed policies.
- Ensure that the dissemination of the protected information is controlled by policy and any deviation of such policy shall be subject to the direct approval of the Sherburne County Sheriff.
- Use appropriate safeguards to prevent the use or disclosure of the protected information by its employees, subcontractors and agents other than as provided by policy set by the Sherburne County Sheriff's Office. The safeguards shall include physical protection of the information as well as secure internet for the sharing of such information.
- Immediately, report any breach of the policy of inappropriate use of the information which would include: the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations. Any breach shall be reported immediately once known with a follow up within five business days in a written format. This report shall be made to: the RCTAG Unit Supervisor. The report shall identify the nature of the non-permitted use/disclosure, the identity if known or the person(s) who breached the system, the manner of such breach, actions taken to prevent the reoccurrence of the breach, actions taken to minimize the impact of the breach and any other information requested by the Sheriff's Office.

The Sherburne County Sheriff shall have the right to audit any of the records or information created, maintained, assembled or held in any other form by the City of Ramsey Police Department as it pertains to this agreement and intelligence information from RCTAG.

The City of Ramsey Police Department shall be responsible for actions, inactions, negligent or intentional act(s) of its agents, employees or subcontractors who have had or had access to the information found on the Regional Criminal Tracking and Analysis and shall defend and hold harmless the County of Sherburne, its elected officials, its employees, its agents and subcontractors from any and all claims, damages or other loss sustained by the County or third persons as a result of the City of Ramsey Police Department's agents, employees or subcontractors or others under its direction and control.

This Agreement shall be continued for an indefinite term until cancelled by either party with reasonable notice. Such notice shall be in writing and shall be directed to the chief law enforcement officer of the agency.

The parties shall be required to provide such public funds and resources necessary to carry out the purposes of this agreement. No funds or assets shall be comingled, but shall be maintained by each agency for the purposes of insuring each party's ability to fulfill its responsibilities of this agreement.

If the Sherburne County Sheriff and the Chief of City of Ramsey Police Department agree to allow exercise of authority of an officer appointed by one governmental unit within the jurisdiction of the other, the officer so designated by both the Sheriff and the Chief of Police shall have full and complete authority as if appointed by both units of government after administration of oath. Such officer shall have completed the professionally recognized Peace Officer Pre-Employment education with the Minnesota Board of Peace Officer Standard Training as found comparable to the Minnesota Peace Officer Pre-Employment education and, the officer is duly licensed or certified by the police licensing or certification authority of the jurisdiction in which the officer's appointing authority is located.

Any data practices requests shall be directed to the entity which initially created the data and shall be handled by their responsible authority.

That all documentation promulgated pursuant to this agreement shall be retained by the respective parties and shall be subject to the data retention schedule for their legal entities.

Both parties to the agreement have provided evidence of insurance or trust agreements which provides coverage for the parties to this agreement. Such coverage shall include, but not be limited to worker's compensation, general liability coverage and business automobile liability coverage. The Sherburne County Sheriff is covered through the Minnesota Counties Intergovernmental Trust. The City of Ramsey Police Department is covered by/through League of Minnesota Cities Insurance policy.

This Agreement was entered into on the _____ day of June, 2024 (the last signature notwithstanding).

For the Sherburne County Sheriff's Office

By: _____
Joel L. Brott
Its: Sheriff

For the Sherburne County Board of Commissioners

By: _____
Gregg Charles Felber
Its: Chairperson

This Agreement was entered into on the _____ day of June, 2024 (the last signature notwithstanding).

For the City of Ramsey, Minnesota

By: _____
Mark Edward KUZMA
Its: Mayor

For the City of Ramsey Police Department

By: _____
Jeffrey Mark KATERS
Its: Chief of Police