

CENTRAL FLORIDA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

MEMORANDUM OF UNDERSTANDING

I. PARTIES

The Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, has selected the Osceola County Sheriff's Office as the Task Force Lead Agency for the Central Florida ICAC Task Force. The Osceola County Sheriff's Office utilizes this grant to administer and operate the Task Force enforcing laws regarding Internet Crimes Against Children (ICAC).

This Memorandum of Understanding (MOU) is entered between the Osceola County Sheriff's Office and the **City of North Port, Florida- North Port Police Department (Affiliate)**.

II. PURPOSE

The purpose of this MOU is to formalize working relationships between participating agencies who agreed to work in a collaborative effort to combat technology-facilitated exploitation of children in the State of Florida and nationwide. The ICAC provides an infrastructure of technical assistance, equipment, training and other funding opportunities to meet these goals. By signing this MOU, participants are agreeing to join the Central Florida ICAC Task Force for the purpose of promoting a coordinated effort investigating and prosecuting said crimes.

A. GOALS AND OBJECTIVES

The Central Florida ICAC Task Force aims to increase the awareness and response to technology-facilitated child exploitation.

The Central Florida ICAC Task Force, through partnership with affiliate agencies, looks to increase the investigative capabilities of law enforcement officers in regards to ICAC investigations, continue with the apprehension of ICAC offenders, conduct proactive investigations, follow up on cyber tips and increase the number of ICAC cases being prosecuted.

III. RESPONSIBILITIES OF THE PARTNERING AFFILIATE AGENCY

The actions and activities of the Central Florida ICAC Task Force will be governed by the Operational and Investigative Standards of the United States Department of Justice, Office of Juvenile and Delinquency Prevention. Affiliate agencies must understand and comply with the standards. These standards are proprietary to the Internet Crimes Against Children Task Force Program. A copy of the standards has been provided to each participating agency executing the agreement by the Osceola County Sheriff's Office.

While a part of the Central Florida ICAC Task Force, the undersigned agency agrees to perform the following actions.

A. ATTENDANCE

Attend regular meetings to include any quarterly affiliate meetings hosted by the Osceola County Sheriff's Office. Notice of Task Force meetings is provided through email.

B. INVESTIGATIONS

The cyber tip line is congressionally mandated as a reporting mechanism for crimes involving the sexual exploitation of children. Central Florida ICAC Task Force affiliate supervisors should be familiar with Case Management in the ICAC Operational and Investigative Standards. Central Florida ICAC Task Force supervisors are responsible for determining investigative priorities when assigning cyber tips to their respective detectives.

As the designated Central Florida Task Force lead agency, the Osceola County Sheriff's Office acts as a clearinghouse for cyber tips that occur in Central Florida and disseminate these tips to the appropriate agencies with jurisdiction.

Affiliates will investigate cyber tips and case referrals. After doing so, affiliates are to provide the Central Florida ICAC Task Force Commander with a final status of the assigned investigations. The final status update completed for each cyber tip or referral ensures assigned cases have been investigated.

C. REPORTING

Affiliate agencies must maintain a case log of ICAC related crimes, either through agency case management systems, or through one provided by ICAC. The chosen method must reflect both the investigative and prosecutorial process with timely accuracy.

All affiliates must submit their monthly activity to the Central Florida ICAC Task Force Commander by the 10th of each month using the ICAC Monthly Performance Measures Report or ICAC Monthly Data Report.

An absence of submissions will result in declination to fund any affiliate ICAC activity. Submission of data showing inactivity will not necessarily result in a declination of funding, although extended inactivity could result in the termination of this agreement by the Osceola County Sheriff's.

D. MENTAL HEALTH SERVICES

Affiliates should provide mental health services for any investigator or prosecutor involved in ICAC work. A particular frequency of preventative mental health screenings is not mandated; however, screenings are encouraged at an annual basis.

IV. RESTRICTIONS

A. CONFIDENTIAL INFORMATION

Any confidential information pertaining to investigations of ICAC crimes will be held in the strictest confidence, and will only be shared in manner consistent with protections afforded under federal or

Florida law, and with the approval of the agency that authored the record or produced the information or as otherwise required by federal or Florida law.

B. MEDIA RELATIONS

Individual members affiliated with the ICAC program may not speak on behalf of the ICAC Program as a whole, but may speak to members of the media about their own department's ICAC related activities.

Task Force members and agencies will coordinate press releases/announcements with all involved agencies pertaining to the specific investigation and any matters concerning ICAC operations shall not include information regarding confidential information.

C. FUNDING/REIMBURSEMENT OF ACTIVITIES

All ICAC funding of affiliate activities to include travel, lodging and tuition will be reimbursed upon successful conclusion of the activity.

ICAC computers, software and equipment purchased utilizing ICAC Grant funded monies shall be reserved for the exclusive use of agency designated ICAC personnel for ICAC investigations. All equipment, software and supplies shall remain under the ownership of the Osceola County Sheriff's Office. An inventory accountability audit shall be conducted at a minimum of every two (2) years to ensure proper policy is being followed regarding the possession, use, maintenance, operation, control and disposal of all ICAC related equipment. Designated ICAC agencies shall be subject to on-site inventories if selected.

All funding is dependent upon the Osceola County Sheriff's Office remaining the Task Force Agency for the Central Florida ICAC Task Force and funding being available for reimbursement by the Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

V. LIABILITY

All affiliates acknowledge that the ICAC Task Force is a joint effort in which all agencies act as partners. The Osceola County Sheriff's Office ICAC Commander and/or Deputy Commander will act as a point of contact for supervisors and investigators from affiliate agencies.

Should any intended law enforcement activity conducted pursuant to this MOU conflict with any statute, regulation or agency policy, aforementioned statute, regulation or agency policy shall take precedence and ICAC shall be so notified.

This MOU is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

VI. NOTICE AND CONTACT

Osceola County Sheriff's Office Representatives

Sergeant Justin Shah
CFICAC Task Force Commander
Osceola County Sheriff's Office
2601 East Irlo Bronson Memorial Highway
Kissimmee, Florida 34744
Work Cell 407-709-0545
jsha2@osceola.org

Detective Tricia Teems
CFICAC Deputy Task Force Commander
Osceola County Sheriff's Office
2601 East Irlo Bronson Memorial Highway
Kissimmee, Florida 34744
Work Cell 407-785-0388
tricia.teems@osceola.org

City of North Port, Florida, Representatives

Commander Michael Laden

North Port Police Department

4980 City Hall Boulevard

North Port, FL 34286

Work Cell 941-628-4270

mladen@northportpd.com

VII. TERMS OF AGREEMENT

The term of this MOU shall become effective based on the signature date and will automatically renew each year thereafter.

Any affiliate agency may withdraw or cancel participation in this Task Force without liability to any other party by providing written notice of intent to the Osceola County Sheriff's Office no less than 30 days prior to thereto. Upon written notice of intent to withdraw from the Task Force, all equipment, software, hardware and/or supplies purchased from the federal grant shall be returned to the Osceola County Sheriff's Office prior to the effective date of cancellation.

An agency's participation in the MOU may be terminated by and upon the Osceola County Sheriff's Office giving written notice to the other participating agencies or in the event the federal grant funding ceases.

This MOU may be modified upon the mutual written agreement of the parties.

VIII. SIGNATURES

FOR CITY OF NORTH PORT, FLORIDA

Signed on the _____ day of _____, 2019.

Christopher Hanks, Mayor

ATTEST: _____

APPROVED AS TO FORM AND CORRECTNESS: _____

Kathryn Peto, City Clerk

Amber L. Slayton, City Attorney

FOR OSCEOLA COUNTY SHERIFF'S OFFICE

Signed on the _____ day of _____, 2019.

Osceola County Sheriff's Office Representative (Signature)