

**FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION TASK FORCE (CETF)
*Memorandum of Understanding (MOU)***

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by the Federal Bureau of Investigation (FBI) and the City of North Port, Florida, on behalf of the North Port Police Department (NPPD) (collectively referred to as the "Parties").

AUTHORITIES

2. Authority for the FBI to enter into this MOU can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines. The NPPD¹ is authorized to enter into this MOU pursuant to Chapter 23, Florida Statutes, or any other applicable laws of the State of Florida.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Tampa Division's Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the Parties for policy guidance, planning, training, and public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof. This MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

MISSION

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

SUPERVISION AND CONTROL

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the Tampa Division of the FBI and/or designee.

¹ Non-Discrimination: The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status, in administration of its programs, activities, or services.

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6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.
7. For the purposes of this MOU, a CETF member is considered full-time when that member is primarily assigned duties aligned with the defined priority threats that are dedicated to the mission of the CETF on a full-time basis. On a case-by-case basis, SSAs may authorize CETF members to temporarily support other priority FBI matters as necessary.
8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each Party shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. CETF members will be subject to a limited background check as required in order to obtain deputation under Title 18, U.S.C.; 28C.F.R. § 0.85; and applicable United States Attorney General's Guidelines.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
 - a. **Child Abductions**
 - Non-ransom child abductions
 - Domestic parental kidnapping
 - b. **Sexual Exploitation of Children Enterprises**
 - Domestic Child Prostitution
 - Online Networks and Enterprises
 - c. **Contact Offenses Against Children**
 - Domestic travel with intent to engage in illegal sexual activity with a minor
 - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
 - Production of Child Pornography
 - Coercion/enticement of a minor

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d. **Trafficking of Child Pornography**

- Mass Distribution of Child Pornography
- Possession of Child Pornography

e. **International Parental Kidnapping**

- International Parental Kidnapping

f. **Other Crimes Against Children**

- All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

RESOURCE CONTROL

14. The head of agency of each Party shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The head of agency or designee for the NPPD shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

16. The FBI and the NPPD agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to the NPPD the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the NPPD for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable NPPD overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

18. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.

19. The NPPD shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the NPPD receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ. Legal representation and indemnification by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis pursuant to legal standards and DOJ policy.

DURATION

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding.
22. The NPPD may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when a Party withdraws from this MOU, the Party will return equipment to the supplying agency/agencies. Similarly, the remaining agencies will return to a withdrawing Party any unexpended equipment supplied by the withdrawing Party during any CETF participation.

MODIFICATIONS

24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of the other Party.
25. The NPPD will not be bound by any amended terms of this MOU or SOP during notice period (currently 30 days) required by this MOU.

EFFECTIVE DATE AND SIGNATORIES

26. This MOU shall become effective when signed and dated by the FBI and the duly authorized representative of the NPPD. The FBI may enter into similar MOUs with other agencies.

**FOR THE TAMPA, FLORIDA DIVISION OF THE
FEDERAL BUREAU OF INVESTIGATION**

FOR THE CITY OF NORTH PORT, FLORIDA



Michael F. McPherson
Special Agent in Charge

Date: 8/29/19



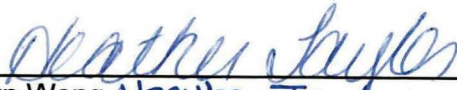
Christopher Hanks
Mayor

Date: 11/12/2019

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Signatories continued

Attest:



Kathryn Wong ~~Heather Taylor~~
City Clerk, ~~Interim~~


Date: 11/12/2019

Approved as to form and correctness:



Amber Slayton, Esq.
City Attorney

North Port Police Department:

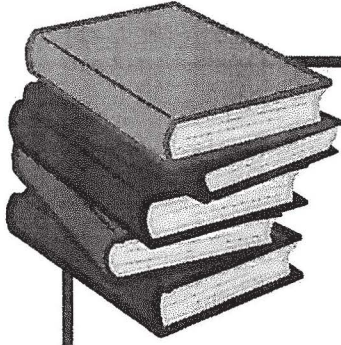


Todd R. Garrison
Chief of Police

Date: 9/13/19

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DOCUMENT SIGNATURE CHECKLIST

Commission Date: 11/12/19 Agenda Item No.: 19-1256

Department: Police

Point of Contact: DC Chris Morales

Information for user department to fill out

Has the document been executed by outside party and notarized if applicable? Y or N

Have signature pages been flagged? Y or N

Email address(es) for scanned copy(ies) of executed document:

jayres@northportpd.com

cmorales@northportpd.com

Address for document to be mailed to, if applicable: Federal Bureau of Investigations
1800 2nd Street, Suite 600, Sarasota, FL 34286

Does this document need to be recorded with Sarasota County? Y or N

Is this document contingent on approval of another item? Y or N

If yes - Item No: N/A Meeting Date: N/A

Other Requests or Pertinent Information:
