

**NORTH FLORIDA INTERNET CRIMES AGAINST CHILDREN TASK FORCE
MEMORANDUM OF UNDERSTANDING
MEMBERSHIP**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into between the City of Gainesville, located in Gainesville, Florida, and the City of Ocala, by and through Ocala Police Department (hereafter Partnering Agency, Affiliate) located in the city of Ocala, Marion County, Florida.

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP), has selected the City of Gainesville, Gainesville Police Department, as the Task Force Agency for North Florida ICAC Task Force (Lead Agency). Pass-through funding and assistance to partnering law enforcement agencies (Affiliates) is predicated on the City of Gainesville remaining the recipient of the ICAC continuing funding.

II. OVERVIEW/MISSION

The OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The funding for the program is to help state and local law enforcement agencies develop effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and child sexual abuse image cases. This program furthers the DOJ's mission by reducing crime and victimization and promoting public safety through supporting multijurisdictional task forces engaged in investigations, forensic examinations, and prosecutions related to technology-facilitated child sexual exploitation.

The mission of the North Florida ICAC Task Force is to help state and local agencies develop effective, sustainable responses to the online victimization of our children, including responses to child sexual abuse images, by enhancing the affiliate's capacity to combat technology-facilitated crimes against children at every level. This is done by engaging in both proactive and reactive investigations, community education, forensic examinations, and criminal prosecutions. Affiliates can include prosecutorial agencies, nonprofit organizations, state, local, and Tribal law enforcement agencies, and their federal and military partners.

III. PURPOSE

The purpose of this MOU is to formalize working relationships between agencies that have entered into written agreement to achieve maximum cooperation in a combined law enforcement effort aimed at combating Internet and technology facilitated crimes against children in the State of Florida and nationwide. By signing this MOU, participants are agreeing to join the North Florida Internet Crimes Against Children Task Force (hereinafter ICAC) to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek and sexually exploit children.

ICAC provides an infrastructure of technical assistance, equipment, training, and other funding opportunities to meet these goals.

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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.

IV. RESPONSIBILITIES OF THE PARTNERING AGENCY

The undersigned affiliate agency agrees to perform the following actions throughout affiliation with the ICAC.

A. Attendance

Attend regular meetings hosted by the ICAC, where the individual's schedule allows. Notice of Task Force meeting is provided through email. Meetings can be held in person and virtually.

B. Investigations

Law enforcement affiliates will investigate CyberTips and intra-task force referrals through a method designated by the ICAC, and provide a timely response as required by the priority assigned and when direct communication is given. CyberTips should frequently and routinely be opened, assessed and reviewed for the consideration of elevating the priority. Law enforcement affiliates shall include a supervisor on the case management system used for the assignment of CyberTips as oversight is required.

C. Reporting

The affiliated agency 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 investigative and prosecutorial process with timely accuracy.

Affiliates must submit aggregate data through ICAC-specified method every 30 days, no later than the 15th day of the following month. An absence of submissions will result in declination to fund any agency activity. Submission of data showing inactivity will not necessarily result in a declination of assistance, although extended inactivity may result in termination of this agreement by the City of Gainesville.

D. Mental Health Services

Provide mental health services for any investigator or prosecutor involved in ICAC work, and not deny any investigator or prosecutor's request for removal from ICAC work. A particular frequency of preventative mental health screenings is not mandated but is strongly encouraged at an annual basis.

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V. RESTRICTIONS

A. Operational Standards

Activities of ICAC are governed by the ICAC Task Force Program Operational and Investigative Standards of the DOJ, OJP, OJJDP. Affiliate agencies must understand and comply with the standards. A copy of these standards has been provided to each participating agency executing this MOU with the Gainesville Police Department and as a download through the ICAC Data System File Repository.

B. Confidential Information

Any confidential information pertaining to investigation of ICAC crimes will be held in the strictest confidence and will only be shared in a manner consistent with the 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.

C. 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.

D. Funding Opportunities

Any requests for ICAC funding for equipment, training, supplies or any other ICAC related opportunities will be expressly requested through department email with detail as to the relevance of such request. An affiliate must receive approval from the ICAC Task Force Commander before considering said expenditure.

E. Funding/Reimbursement of Activities

The financial assistance from DOJ, OJP, OJJDP provides monies for ICAC investigative and forensic work, training and technical assistance, victim services, and community education. The affiliate acknowledges that all ICAC Task Forces funds will be primarily directed towards these efforts.

All ICAC funding of affiliate activities, to include but not limited to travel, lodging, tuition, equipment, and/or sub-grants for ICAC related activities, will by default be provided through electronic funds transfer, as reimbursement upon successful conclusion of the activity, unless an alternate method is expressed and previously approved by the ICAC commander.

The lead agency is the recipient of a federal grant disbursed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP). The Partnering Agency would agree that as an ICAC affiliate if you are receiving funds through the award (training, equipment, software, supplies) then you would also be a subrecipient, and all established

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subrecipient monitoring policies and procedures would be applicable to the partnering agency. These monitoring procedures are described and outlined within the DOJ Grants Financial Guide.

All ICAC funding is dependent upon the City of Gainesville remaining the Task Force Agency for the North Florida ICAC Task Force Program, and funding being available for reimbursement by the DOJ.

VI. LIABILITY

All participants acknowledge that the Task Force is a joint effort in which all agencies act as partners. The City of Gainesville representative will act as the 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, the 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 by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

Subject to the provisions of F.S. 768.28, or federal equivalent, as is appropriate to the agency, each agency shall assume the responsibility and liability, if any, for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.

It is agreed that this MOU will be in force from the date of the last signing of this document, to be modified only through mutual agreement, or to be terminated at any time by the affiliate by delivering a written notice of termination to the lead agency, or by the lead agency delivering a written notification to the affiliate.

VII. FORFEITURE

Forfeiture proceedings against personal property seized pursuant to the Florida Contraband Forfeiture Act, as a result of an investigation conducted pursuant to this agreement, shall be brought by the attorney for the partnering agency's legal counsel. Forfeiture proceedings will be initiated in accordance with the seizing agency's current policy, with any and all proceeds being the sole property of the partnering agency.

NORTH FLORIDA INTERNET CRIMES AGAINST CHILDREN TASK FORCE
MEMORANDUM OF UNDERSTANDING
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VIII. POINT OF CONTACT

A. City of Gainesville

Detective Sergeant Chris King
Gainesville Police Department
P.O. Box 1250
Gainesville, FL 32627
352-393-7660
kingcm@cityofgainesville.org

B. City of Ocala

Detective Austin Ridge
Ocala Police Department
402 South Pine Avenue
Ocala, FL 34471
352-369-7107
aridge@ocalapd.gov

IX. SIGNATURES

IN WITNESS WHEREOF, the authorized representatives of the participating agencies execute this MOU on the dates indicated.

GAINESVILLE POLICE DEPARTMENT

**CITY OF OCALA, BY AND THROUGH
OCALA POLICE DEPARTMENT**

Date
Chief of Police

Date
Barry Mansfield
City Council President

Approved as to form and legality:

Approved as to form and legality:

Date
City Attorney

Date
Kristi VanVleet
Assistant City Attorney

CITY OF GAINESVILLE

Date
Cynthia W. Curry
City Manager

Today's Date: 04-11-24

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Tracking # _____

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) New Extension Amendment Change Order

Project Amount: \$0.00 Anticipated Start Date: 05-15-2024
 Department Name: Gainesville Police Department
 Project Manager: Sergeant Chris King Phone Number: 352-393-7660
 Account No.: N/A Funding Source: City Funds Other
 Subcontractor Opportunities: Yes No Provide Other source: _____
 Contractor/Vendor: See attached list

Project Description: North Florida Internet Crimes Against Children Task Force Memorandum of Understanding - Memership

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Chris King / 4/12/24
 Project Manager Date
John Myer / 4/15/24
 Department Head #1227 Date

Leadership Team, Executive Team or Charter Officer / Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

	Reviewing Office	As Drafted	Subject To	Signature	Date
<u>X</u>	City Attorney (As to form and legality)	_____	_____	Approved as Drafted / L. Libby	04/24/24
<u>X</u>	Risk Manager (Risk/Insurance Coverage)	_____	_____	Approved as Drafted / L. Libby	04/24/24
_____	Grants (If grant)	_____	_____	_____	_____
_____	Fleet (vehicles or related)	_____	_____	_____	_____
_____	Facilities Mgmt (vertical structures)	_____	_____	_____	_____
_____	IT (software/hardware)	_____	_____	_____	_____

Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: _____ Received From Contractor Date: _____
 To City Attorney Date: _____ From City Attorney Date: _____
 To City Manager Date: _____ From City Manager Date: _____

City Commission Approval: (\$50,000 and above) Yes Date Approved: _____
 No City Commission approval is not required⁽⁵⁾
 (5) Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

 City Attorney Date City Manager or Designee Date
 Print on five part NCR paper - **White** (original) for final execution; **Yellow** for City Attorney; **Pink** for Risk; **Green** for SBPP; **Goldenrod** for file or others as needed.

CONTACT LIST

Agency Name	Point of Contact	Position	Phone Number	Email Address	Notes
Alachua County Sheriff's Office	Myers, Sandi	Sergeant	352-367-4182	smyers@baco.us	
Alachua Police Department	Howell, Chad	Sergeant	352-672-0866	rehowell@alachuapd.org	
Baker County Sheriff's Office	Mancini, David	Lieutenant	904-259-9218	david.mancini@bakerso.com	
Bay County Sheriff's Office	Mathis, Jeremy	Lieutenant	850-747-4700	jeremy.mathis@bayso.org	
Brevard County Sheriff's Office	Smith, Gregory	Sergeant	321-633-8419	gregory.smith@bco.us	
Clay County Sheriff's Office	Johnson, Justin	Sergeant	904-213-6665	jmjohnson@claysheriff.com	
Cocoa Police Department	Colombo, Anthony	Sergeant	321-313-3270	acolombo@cocoapd.com	
Columbia County Sheriff's Office	Watson, Jimmy	Lieutenant	386-758-1095	jimmy.watson@columbiasheriff.org	
Daytona Beach Police Department	Dinardi, David	Sergeant	386-671-5310	dinardi@dbpd.us	
Escambia County Sheriff's Office	White, Shaun	Sergeant	850-786-7268	swhite@escambiaso.com	
FDLE	Duffey, Mike	ASAC	850-251-4869	mikeduffey@flda.state.fl.us	
Flagler County Sheriff's Office	Hristakopoulos, George	Sergeant	386-597-9482	ghristakopoulos@flaglersheriff.com	
Gulf Breeze Police Department	Neff, Stef	Captain	850-934-5124	stneff@gulfbreezefl.gov	
Jackson County Sheriff's Office	Wheatley, William	Investigator	850-482-9264	william.wheatley@jacksonso.com	
Jacksonville Sheriff's Office	Childers, Randy	Sergeant	904-424-5065	james.childers@jaxsheriff.org	
Leon County Sheriff's Office	O'neal, Eddie	Sergeant	850-901-7837	oneal@leoncountyclerk.gov	
Levy County Sheriff's Office	Penryman, Chris	Corporal	352-316-1454	cpenryman@levyso.com	
Lynn Haven Police Department	McAlinden, William	Corporal	850-265-4111	wmcalden@lynnhavenpd.us	
Marion County Sheriff's Office	Tingus, Thomas	Master Sergeant	352-732-8161	ttingus@marionso.com	
Nassau County Sheriff's Office	Fender, Alyssa	Sergeant	904-548-4042	amfender@nassauso.com	
Neptune Beach Police Department	Stucki, G M	Detective	904-242-3436	garystucki@nbfl.us	
Ocala Police Department	Ride, Austin	Detective	352-369-7107	aride@ocalapd.gov	
Okaloosa County Sheriff's Office	Hehl, Heath	Lieutenant	850-797-3053	hhehl@sheriff-okaloosa.org	
Orange Park Police Department	Monroe, Cody	Lieutenant	904-264-5555	cmonroe@townofop.com	
Palm Bay Police Department	Mertens, Shane	Sergeant	321-726-7660	shane.mertens@palmbayflorida.org	
Panama City Beach Police Department	Gorman, Savannah	Sergeant	850-249-8120	savannah.gorman@pcbfl.gov	
Panama City Police Department	Shaw, Kristain	Captain	850-348-7972	kshaw@panamacitypolice.gov	
Pensacola Police Department	Barton, Shannon	Sergeant	850-436-5451	sbarton@cityofpensacola.com	
Port Orange Police Department	Clark, Richard	Sergeant	386-508-5892	rclark@port-orange.org	
Pulnam County Sheriff's Office	Walls, Mike	Lieutenant	386-539-1560	mwalls@pulnamsheriff.org	
Santa Rosa County Sheriff's Office	Counts, Ryan	Sergeant	850-983-1277	rcounts@srsa.net	
Springfield Police Department	Voyles, Russell	Assistant Chief	850-724-2076	rvoyles@springsfield.fl.gov	
St. John's County Sheriff's Office	Kier, Kevin	Lieutenant	904-295-3464	kkier@sjso.org	
Tallahassee Police Department	Bennett, Sherie	Sergeant	850-891-4351	sherie.bennett@talgov.com	
Volusia County Sheriff's Office	Stewart, Justin	Sergeant	386-736-5961	jstewart@volusiaheriff.gov	
Wakulla County Sheriff's Office	Surace, Brett	Captain	850-745-7198	bsurace@waco.org	
Walton County Sheriff's Office	Spires, Philip	Sergeant	850-892-8186	pspires@waltonso.org	

(Do Not Modify) Modified On	Approval ID	Approval Type	Status Reason	Contract ID	Department	Approved By
4/24/2024 18:18	APPR-010349	Contract For Execution	Approved As Drafted	CONT-005178	GPDC - Police	Lee Libby
4/24/2024 18:43	APPR-010350	Contract For Execution	Approved As Drafted	CONT-005178	GPDC - Police	Steve Varvel