RESOLUTION NO. R-2014-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE BROWARD SHERIFF'S OFFICE TO PROVIDE FOR THE NORTH MIAMI POLICE DEPARTMENT'S PARTICIPATION IN THE SOUTH FLORIDA INTERNET CRIMES AGAINST CHILD (ICAC) OPERATIONAL TASK FORCE; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the entering into of mutual aid agreements between law enforcement agencies is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami ("City") and the Broward Sheriff's Office ("BSO") are desirous of entering into a Memorandum of Understanding with each other to provide for the North Miami Police Department's participation in the South Florida Internet Crimes Against Child (ICAC) Operational Task Force; and

WHEREAS, the ICAC task force was formulated to dedicate investigative and general law enforcement efforts primarily with regard to the investigation of the criminal exploitation of children committed by or through the use of computers, computer technology, cellular telephones and the Internet; and

WHEREAS, the Mayor and City Council believe that a Memorandum of Understanding agreement for this purpose will benefit the residents of the City and should be entered into with BSO.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Approval of Memorandum of Understanding Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of a Memorandum of Understanding agreement between the City of North Miami and the Broward Sheriff's Office (BSO), attached hereto as "Exhibit 1".

Section 2. **Authority of City Manager.** The City Manager is authorized to execute the Memorandum of Understanding agreement attached as "Exhibit 1" with the Broward Sheriff's Office (BSO).

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 11th day of February, 2014.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Tondreau

Vote:

Mayor Lucie M. Tondreau	x (Yes)	____ (No)
Vice Mayor Scott Galvin	x (Yes)	____ (No)
Councilperson Carol Keys, Esq.	x (Yes)	____ (No)
Councilperson Philippe Bien-Aime	x (Yes)	____ (No)
Councilperson Marie Erlande Steril	x (Yes)	____ (No)

EXHIBIT 1

SOUTH FLORIDA INTERNET CRIMES AGAINST CHILD (ICAC) OPERATIONAL TASK FORCE MEMORANDUM OF UNDERSTANDING

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-agency task force intended to combat 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 undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the Broward Sheriff's Office is the recipient of a federal grant 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,

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement to implement the South Florida Internet Crimes Against Children Task Force (SF ICAC TF) for the purposes and goals indicated below:

Current Parties To This Agreement:

The Atlantis Police Department
The Attorney General Office (Jacksonville)
The Avon Park Police Department
The Broward Sheriff's Office
The Bal Harbour Police Department
The Boca Raton Police Department
The Bowling Green Police Department
The Boynton Beach Police Department
The Broward County School Board Inv Unit
The Charlotte County Sheriff's Office
The Clewiston Police Department
The Coconut Creek Police Department
The Collier County Sheriff's Office
The Coral Gables Police Department
The Coral Springs Police Department
The Davie Police Department
The Delray Beach Police Department
The Florida Department of Law Enforcement
The Fort Lauderdale Police Department
The Fort Myers Police Department
The Hallandale Police Department
The Hendry County Sheriff's Office
The Hialeah Police Department
The Hollywood Police Department
The Indian Creek Village Police Department
The Indian River County Sheriff's Office
The Jupiter Police Department

The Key Biscayne Police Department
The Key West Police Department
The Lantana Police Department
The Lauderhill Police Department
The Lee County Sheriff's Office
The Margate Police Department
The Martin County Sheriff's Office
The Miami Police Department
The Miami-Dade Police Department
The Miami-Dade School Police Department
The Miramar Police Department
The Monroe County Sheriff's Office
The Palm Beach County Sheriff's Office
The Palm Beach Police Department
The Palm Beach Gardens Police Department
The Palm Beach School District Police Department
The Pembroke Pines Police Department
The Plantation Police Department
The Port St. Lucie Police Department
The St. Lucie County Sheriff's Office
The Sebastian Police Department
The State Attorney's Office 16th (Monroe County, Key West)
The State Attorney's Office 15th (Palm Beach County)
The State Attorney's Office 17th (Broward County)
The State Attorney's Office 19th (St. Lucie, Okeechobee, Martin County)
The Sunrise Police Department
The Tequesta Police Department
The Vero Beach Police Department
The West Palm Beach Police Department
The Wilton Manors Police Department

Additional parties may enter into this Agreement at a later date upon signing the Agreement upon the approval of the Broward Sheriff's Office Task Force Commander. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to all Parties to the Agreement.

MISSION

The Task Force is to effect dedicated intensive investigative, proactive and general law enforcement efforts primarily with regard to the investigation of the criminal exploitation of children committed by or through the use of computers, computer technology, cellular telephones, and the Internet. Such crimes include, but are not limited to, the procuring, collection, transfer or distribution of child pornography, and, the luring, seduction or enticement of a child for sexual purposes through computer on-line services, bulletin board services, or Internet services. The principal goals of the Task Force shall be the successful identification, apprehension and prosecution of child molesters, child pornographers, child pornography collectors or distributors, child abusers, and preferential sexual offenders who target children. The Task Force shall strive to prevent the victimization and sexual exploitation of children by also educating the public via Internet safety presentations. The Task Force shall also identify and assist victims and potential victims of child pornography, computer pornography and child abuse. Such efforts shall include, but are not limited to, covert undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling organized child pornography rings; the collection and maintenance of an intelligence database identifying known and suspected child molesters, child pornographers, child pornography collectors or distributors, child abusers and preferential sexual offenders who target children; the arrest and prosecution of those involved (utilizing state and federal prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or

otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities as may be required and appropriate under the Task Force's operations.

The Parties to this Agreement are contributing personnel and resources in support of the Task Force efforts, with the operations of the Task Force being coordinated with the Broward Sheriff's Office and other Task Force members.

JURISDICTION

The principal sites of the Task Force activity shall be our Areas of Responsibility (AOR) that include the cities within our counties of; Broward County, Miami-Dade County, Palm Beach County, Monroe County, Martin County, Glades County, Indian River County, Saint Lucie County, Lee County, Charlotte County, Collier County, and Hendry County, Florida. Nothing in this Agreement shall be construed as to grant jurisdiction outside a Task Force member's normal territorial boundaries. The appropriate federal and/or state authorities will be contacted should an investigation extend outside the jurisdiction of the respective Task Force agency.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee of the Participating Task Force agencies.

COMPOSITION AND SUPERVISION

The undersigned agencies agree that the Broward Sheriff's Office as the grant recipient shall be the lead agency of the Task Force. The Broward Sheriff's Office Task Force Commander will be responsible for determining the equipment, personnel, and training needs of the Task Force.

The day-to-day operational decisions for individual cases will be the responsibility of the originating agency. However, all cases will be monitored by the Broward Sheriff's Office. Furthermore, the authorization of overtime, the purchase of equipment and any other expenditures will be the responsibility of the Broward Sheriff's Office (as the grant recipient), to the extent that these costs will be funded - as permitted - by the federal grant disbursed by OJJDP.

All personnel participating in Task Force operations and the equipment utilized by such personnel as provided by the Broward Sherriff's Office will be under the supervision, direction and control of a Task Force Supervisor(s), who will be one member of the Broward Sheriff's Office. Standard Operating Procedures will be further guided by the OJJDP Internet Crimes Against Children (ICAC) Guidelines which are attached and incorporated herein as Exhibit "A." In no event will a Task Force member be expected or required to violate or otherwise fail to maintain restrictions or limitations imposed by law, or the member's employing Agency's rules, standards, or policies while the member engages in Task Force operations.

Upon written notification to all Parties, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Task Force. However, the Task Force Commander may request that a particular sworn member or support person assigned to the Task Force no longer be allowed to participate in the Task Force.

LIABILITY AND COST-RELATED ISSUES

Each Party to this Agreement agrees to assume its own liability and responsibility, as outlined below, for the acts, omission, or conduct of such Party's own employees while such employees are engaged in Task Force operations.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers' compensation insurance policies or maintain a self-

insuring fund or the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each Party agrees to provide the other Parties with proof of insurance (comprehensive general liability, professional liability, automobile liability and workers' compensation) or proof that the Party maintains a self-insurance fund consistent with F.S.S. Chapter 768.28.

Each Party (indemnitor) hereby shall, to the extent permitted by law, indemnify from any liability and hold harmless the other Parties (indemnities), their employees, agents, or servants against liability including, but not limited to, court costs and attorneys' fees, arising from any actions, causes of actions, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnities, their employees, agents, and servants as a result of the indemnitor, its employees, agents or servants' negligent acts or negligent omissions, while acting within the scope of their employment. Each Party will at all times be entitled to the benefits of sovereign immunity as provided in F.S.S. 768.28 and common law. Nothing contained herein shall be construed as a waiver of sovereign immunity.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to affect the purposes of the Task Force and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources. This provision shall not preclude necessary property, resources or costs being purchased or funded via legally vested Task Force funds, if agreed to by the Parties.

Each participating agency shall compensate its employees during the time they participate in Task Force operations and shall defray the actual expenses of its employees while so engaged, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in Task Force operations. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation (including overtime compensation), if allowed, through the use of legally vested Task Force funds, as agreed to by the Parties.

FORFEITURE ACTIONS

No funds or other property seized by Task Force operations are to be utilized by any Task Force agency prior to successful forfeiture or, if no forfeiture is pursued, until title or interest in the property otherwise vests in one or more Task Force agencies by operation of law. Forfeiture actions based upon seizures made by the Task Force may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law. The Parties agree that the local Sheriff's offices', which are signatories to this Agreement, by and through their attorneys, will be primarily responsible under this Agreement for pursuing all Task Force forfeiture actions on behalf of all of the Parties in state court when a seizure occurs in that particular Sheriff's jurisdiction. However, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Task Force unless an alternate distribution allocation among the Parties has been agreed to. Any Party to this Agreement may request copies of forfeiture complaints and pleadings filed by reason of Task Force seizures and such copies shall be promptly provided to the requester. All decisions regarding forfeiture proceedings shall remain with the agency (county or state), depending on which agency would be filing for forfeiture if an action is

instituted. However, if any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Task Force agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Task Force is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Task Force, provided the property under consideration otherwise qualifies under law for such consideration.

RECORDS AND REPORTS

The Parties to this Agreement agree to forward a copy of all Task Force reports via USPS mail, email communication, or fax which will be maintained by the Broward Sheriff's Office. All Task Force reports will utilize the "LC" (acronym for LEACH-Law Enforcement Against Child Harm) or the case numbers from the ICAC Stats database which identify reports as Task Force case investigations. All original case reports / evidence will be maintained by the lead-investigating agency for each individual case. A copy of the Child Notification Form will be sent to the Broward Sheriff's Office as a case summary to be placed on file for auditing purposes.

OJJDP INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GUIDELINES

The Parties to this Agreement acknowledge that they have received and reviewed the attached Office of Juvenile Justice and Delinquency Prevention (OJJDP) Internet Crimes Against Children (ICAC) Task Force Program Guidelines. The guidelines were promulgated for use in connection with funds dispensed by the Broward Sheriff's Office (BSO) under the 1998 federal OJJDP Internet Crimes Against Children Grant awarded to BSO. The guidelines specify how Task Force investigations may be conducted, and include provisions on Case Management, Workspace and Equipment, Case Predication and Prioritization, Record Keeping, Undercover Investigations, Evidence Procedures, Information Sharing, Supervision, Selection of Personnel, Prevention and Education Activities, Media Releases, and the Task Force Review Board. The guidelines are specifically incorporated herein by reference and are attached hereto, and by entering this Agreement, the Parties agree to abide by all covenants, restrictions, limitations, and guidelines contained therein and conduct all investigation in accordance thereto. Failure to abide by said guidelines will result in the removal of said Task Force member or the participating agency from the Task Force. In the event that a Task Force member's employing agency's own rules, protocols, procedures or guidelines are discovered to be in conflict with, and are more restrictive in application than the OJJDP Task Force Program Guidelines, that Task Force member shall immediately notify the Task Force Commander and that Task Force agency shall not be required to aid or assist in the investigation. In no event will a Task Force member be expected or required to violate or exceed or otherwise fail to maintain restrictions or limitations imposed by law, or the member's employing Agency's rules, standards, or policies while the member engages in Task Force operations.

In accordance with the OJJDP grant disbursed to the Task Force through the Broward Sheriff's Office, the OJJDP may order a review and audit of Task Force operations with regard to the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

INTERPLAY WITH STATE AND FEDERAL AUTHORITIES

The Parties to this Agreement recognize that the United States Department of Justice and the United States Customs Service have requested that the efforts of the Task Force be closely coordinated with federal authorities having interests in child pornography investigations and child exploitation investigations involving the use of computers and the Internet.

The Parties to this Agreement further recognize that investigations of this nature may involve violations of law in other state jurisdictions. In the event that a Task Force member determines that the investigation involved is outside of their jurisdiction or outside the Task Force's AOR, he/she shall immediately notify the Task Force Commander. The regional ICAC Task Force authority outside of the AOR or sister state shall then be notified in accordance with OJJDP policy guidelines and appraised of the facts of the investigation.

COMPLAINTS AGAINST TASK FORCE MEMBERS

Whenever a complaint has been lodged as a result of Task Force efforts, the Task Force Commander or Second shall ascertain at a minimum:

The identity (ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity (ies) of the Task Force participant(s) accused and the employing Agency (ies) of the participant(s) accused.

The Task Force Commander or Second will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify the Task Force Commander or Second of its findings and any actions taken.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE

The principal goal of this Task Force is the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Task Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Task Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from Task Force operations are likewise to receive coordinated support efforts from Task Force members. The Task Force Commander or Second shall monitor the efforts of Task Force members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Task Force to assure the expected level of support from Task Force members is occurring. Failure by a member of the Task Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the Task Force.

COPY TO EACH PARTICIPATING TASK FORCE MEMBER

When this Agreement is fully executed, a copy shall be provided to each Task Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Task Force members and operations.

TERM OF AGREEMENT

This Agreement shall be effective as to the executing Parties upon execution by the Broward Sheriff's Office and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

This Agreement shall remain in full force as to all participating Parties unless otherwise terminated as provided herein.

This Agreement may be terminated upon the consent of all participating Parties. Any Party may withdraw its individual participation upon notification to all participating Parties.

IN WITNESS WHEREOF, the Parties hereto sign on the date specified.

For the Broward County Sheriff's Office

Scott Israel

Scott Israel, as Sheriff of Broward County

Date: 5/8/13

Approved as to form and legal sufficiency
subject to execution by the parties.

Ronald M. Gunzburger, General Counsel
Broward Sheriff Office

Date: 050713

SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC)
OPERATIONAL TASK FORCE
MEMORANDUM OF UNDERSTANDING (MOU)

For North Miami Police Department

_____
Authorized Representative

Name: _____

Date: _____