

Memorandum of Understanding

County of Fresno, Sheriff's Office
Central California Internet Crimes Against Children
And
AGENCY NAME

I. Parties

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2019 ("Effective Date") by and between the County of Fresno, through its Sheriff's Office ("Fresno County Sheriff's Office" or "County"), and **AGENCY NAME**.

Nothing in this MOU shall be construed as limiting or impeding the basic spirit of cooperation that exists between the participating agencies.

II. Background

The Fresno County Sheriff's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC). The Fresno County Sheriff's Office utilizes this grant to administer and operate the Central California Internet Crimes Against Children Task Force (the "Task Force").

OJJDP has created the ICAC Task Force Program, which is a national network of federal, state and local law enforcement agencies. The national ICAC program assists state and local law enforcement agencies in developing an effective response to the sexual exploitation of children via the internet and other electronic means. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting Internet Crimes Against Children.

III. Mission

The mission of the Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and other electronic means; (2) provide training and equipment to those involved in investigating and prosecuting Internet Crimes Against Children; and (3) provide community education to further the prevention of Internet Crimes Against Children.

IV. Purpose

The purpose of this MOU is to delineate the responsibilities and expectations of the **AGENCY NAME** and the Fresno County Sheriff's Office, and to formalize their working relationship in the Task Force. By signing this MOU, **AGENCY NAME** agrees to join the Task Force for the primary purpose of vigorously and properly investigating crimes that

involve the sexual exploitation of children via the internet and/or other electronic means. By joining the Task Force, **AGENCY NAME** will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the Task Force will benefit from **AGENCY NAME** investigative support.

V. Organizational Structure/Direction

The Task Force includes investigators, supervisors, and prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

All participants acknowledge that the Task Force is a joint operation, in which all agencies act as partners. The chain of command and supervision of the Fresno County Sheriff's Office is responsible for the policy and general direction of the Task Force. The Task Force Supervisor will periodically contact supervisors, investigators, and prosecutors from other participating agencies to keep them informed of training opportunities, unusual circumstances, problems, and successes of the Task Force.

Activities of the Task Force are further governed by the ICAC Task Force Program Operational and Investigative Standards (the "Standards") of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention. The document describing the Operational and Investigative Standards contains confidential information, and is not for public release. Member agencies must understand and comply with the Standards.

Task Force members shall follow the guidelines of the Task Force, and any personnel action(s) are the responsibility of the parent agencies. Any conflicts between the Task Force guidelines and agency policies shall be vetted out through the commanders (lieutenants) of the Task Force and parent agencies.

VI. Investigations

All Task Force investigations shall be conducted only by sworn law enforcement investigators, and in a spirit of cooperation with other Task Force members. Task Force investigations are governed by the Standards. Violation of the Standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force. **All Task Force investigations must follow the guidelines laid out in the Standards, a copy of which will be provided to each participating agency.**

- a) Each investigator involved with undercover investigations should receive ICAC training prior to initiating proactive investigations, and shall submit reports of all undercover activity to the Task Force Supervisor.
- b) Agency and Fresno County Sheriff's Office shall also conduct reactive investigations where subjects are associated within Agency's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations.

Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

- c) Agency shall record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file, and reviewed by the Task Force Supervisor.
- d) Agency shall provide the Task Force with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
- e) Agency is encouraged to locate its Task Force investigators in a secured space provided by Agency with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets, and under control of Agency Task Force personnel, with restricted access to authorized personnel only.

VII. Supervision

The day-to-day operational supervision of sworn personnel, and administrative control of personnel physically assigned to the Task Force at the Fresno County Sheriff's Office shall be the responsibility of the Task Force Supervisor (Sergeant).

AGENCY NAME will be responsible for the day-to-day operational supervision, administrative control, and personal/professional conduct of its personnel assigned to the Task Force (outside of the Fresno County Sheriff's Office Task Force Supervisor), who are not physically present at the Fresno County Sheriff's Office Task Force facility. ICAC investigations are a cooperative effort, and investigative decisions will be a joint process guided by the Standards.

VIII. Evidence

Seized evidence and any other related forfeiture shall be handled in a manner consistent with the seizing law enforcement agency's policies.

IX. Prosecution

The criteria for determining whether to prosecute a particular violation in county, state or federal court will focus on achieving the greatest overall benefit to the public. Any question arising pertaining to jurisdiction will be resolved through discussions among the investigative and prosecutorial agencies having jurisdiction in the matter. When joint jurisdiction exists, this MOU does not preclude additional prosecution(s) in other jurisdictions.

X. Media Relations and Releases

Media release information regarding joint Task Force operations will be coordinated and made jointly by all participant agencies. No unilateral press releases will be made by any participating agency without the prior notification and written approval of the Task Force. Media releases shall not include information regarding specific investigative techniques. All efforts will be made to protect undercover online identities. Member agencies will

refrain from releasing the undercover online identity, age, or sex of investigators. Release of such information could jeopardize ongoing investigations where the same undercover name, age, and sex are currently in use.

XI. Funding for Equipment

Dedicated equipment purchased with grant funds may be provided to be used in the course of investigations involving Internet Crimes Against Children. Equipment purchased with grant funds will be distributed in a manner to equip law enforcement with tools that will improve their investigative response to the sexual exploitation of children. Member agencies agree to only utilize equipment purchased with ICAC funds in order to conduct investigations involving the sexual exploitation of children as required within their jurisdictions. All equipment purchased under the ICAC grant remains the property of the Task Force, and must be returned to the Task Force when requested, or upon withdrawal of the participating agency from Task Force.

XII. Funding for Training

Dedicated grant funds may be provided to finance training and travel related expenses that would be useful in the course of investigations involving Internet Crimes Against Children. Grant funds for training/travel expenses will be distributed in a manner to properly equip law enforcement with training and tools that will improve their investigative response to the sexual exploitation of children. Member agencies utilizing ICAC funds for training agree to conduct investigations involving the sexual exploitation of children as required within their jurisdictions.

XIII. Joint Limitation on Liabilities and Mutual Hold Harmless

Neither party shall be liable to the other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents or employees. County and **AGENCY NAME** agree to hold each other harmless from any and all claims, demands, liabilities, losses or causes of action which arise by virtue of its own acts or omissions (either directly or through or by its agents, officers or employees) to such extent and in such part as the respective parties are found by reason of law to have proximately caused the injury or damage. The party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt notice of the filing of the claim to the other party.

The provisions of this Section XIII shall survive termination of this MOU.

XIV. Confidentiality

The parties agree that any confidential information pertaining to investigations of the Task Force will be held in the strictest confidence, and shall only be shared with participating Task Force members or other law enforcement agencies where necessary, as determined by the Task Force, or as otherwise permitted by federal or state law.

XV. Duration and Termination

This MOU shall take effect on the Effective Date. Renewal of the MOU shall be automatic, and shall continue until such time as the federal funding for the Grant ends, or the MOU is terminated in writing by either party. Either party may terminate the MOU for any reason, upon thirty (30) days' notice.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

County of Fresno

Margaret Mims, SHERIFF/CORONER/PUBLIC ADMINISTRATOR
Fresno County Sheriff's Office

DATE: _____

AGENCY NAME

NAME, CHIEF/SHERIFF

DATE: _____