

RESOLUTION No. 24-73

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE BROWARD SHERIFF'S OFFICE FOR THE SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC) OPERATIONAL TASK FORCE TO IDENTIFY, APPREHEND, AND PROSECUTE SEXUAL OFFENDERS WHO TARGET CHILDREN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Task Force shall strive to prevent the victimization of sexual exploitation of children; and

WHEREAS, the principal goals of the Task Force is to successfully identify, apprehend and prosecute the child molester, child pornographers, child pornography, collectors and distributors, and child abusers; and

WHEREAS, the City Manager respectfully requests that the City Council approve the Memorandum of Understanding with Broward Sheriff's Office for the South Florida Internet Crimes Against Children (ICAC) Operational Task Force to identify, apprehend, and prosecute sexual offenders who target children.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Memorandum of Understanding with Broward Sheriff's Office for the South Florida Internet Crimes Against Children (ICAC) Operational Task Force, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference is hereby approved, subject to approval as to form and legal sufficiency by the City Attorney. The City Manager is hereby authorized to execute the

Memorandum of Understanding on behalf of the City, subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Pineyro and upon being put to a vote, the

vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 10 day of April, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY

EXHIBIT “A”



**SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC)
OPERATIONAL TASK FORCE
MEMORANDUM OF UNDERSTANDING
WITH
BROWARD SHERIFF'S OFFICE**

WHEREAS, the above listed Affiliate law enforcement agency has 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 agency agrees 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 Department of Justice, 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 at the discretion of the Commander for equipment, training, travel, and other expenses which are incurred by law enforcement as a result of such investigations,

NOW THEREFORE, the parties agree as follows:

BACKGROUND

The U.S. DOJ, OJJDP have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. This assistance 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 ICAC cases.

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 the 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 operations.

The parties to the Agreement are contributing designated 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 the Agreement shall be construed as to grant jurisdiction outside a Task Force member's normal territorial boundaries.

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

OPERATIONAL STANDARDS

The undersigned law enforcement agency approves, authorizes and enters into this Agreement to implement the South Florida Internet Crimes Against Children Task Force (SF ICAC TF) for the purposes and goals indicated below:

Affiliate Agencies and/or their representative shall receive a copy and agree to adhere to the ICAC Operational and Investigative Standards or any updates. Affiliate Agencies and/or their representative will sign an acknowledgment form which will be returned to the Broward Sheriff's Office ICAC Commander or Co-Commander to be filed. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction, and to assist other jurisdictions to investigate these cases.

Affiliate Agencies agree to participate in the South Florida Internet Crimes Against Children Task Force that is overseen by the Broward Sheriff's Office.

Affiliate Agencies agree to use only trained law enforcement personnel to conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC Program training prior to initiating proactive investigations.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC) through the ICAC Database System (IDS), Internet Service Provider (ISP) 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.

Affiliate Agencies shall make every effort to deconflict all active investigations to foster effective case coordination, collaboration, and communication. This can be achieved on the ICAC Database System (IDS).

Affiliate Agencies agree to provide the Broward Sheriff's Office with access to all ICAC investigative files including without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant Funds and loaned to an Affiliate Agency by the Broward Sheriff's Office. Such equipment will be made available for yearly inventory audits. The SF ICAC TF Commander or Co-Commander will be notified prior to any disposal of broken or obsolete equipment for proper disposal procedure. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will be returned to the Broward Sheriff's Office. This will be adhered to by the completion of the South Florida ICAC Issuance of Property Form. Prior approval must be obtained from the SF ICAC TF Commander or Co-Commander for ANY requests for reimbursements to include overtime, purchase of equipment and before registering for any training.

Affiliate Agencies shall submit monthly statistics into the ICAC Database System (IDS) on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet as required by DOJ/OJJDP. These statistics shall be submitted in the appropriate format by the 10th day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

Affiliate Agencies will maintain at least one (1) supervisor and one (1) investigator account on the IDS System to ensure proper receipt, case management, closing, and to provide required feedback to NCMEC. Additionally, a breakdown or summary of basic case data shall be included for each sexual exploitation of a minor child (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency along with references to any local media reporting on the investigation. The Broward Sheriff's Office will be responsible for all required reporting to the OJJDP.

Affiliate Agencies and/or their representative must request approval from the Broward Sheriff's Office to reassign a case to a different jurisdiction on the ICAC Database System (IDS). Once approval is received, Affiliates may proceed in requesting the case be reassigned in the IDS, only after all *COMMENTS* have been updated as well as any documentation relevant to the reassignment has been uploaded in the IDS. The review, monitoring, and closing of cases will be the responsibility of the Affiliate Agency's ICAC supervisor.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and reported into the ICAC Database System (IDS) not less than monthly for statistical reporting purposes.

Affiliate Agencies are required to report any changes in personnel assigned to the SF ICAC TF immediately to the SF ICAC TF Commander or Co-Commander. If there are any changes to the assigned ICAC investigators within an Affiliate Agency, all open Cybertip investigations must be immediately transferred to a new investigator within that Affiliate Agency.

It should be noted that expelled members or agencies; or a termination of this Agreement by either party does not eliminate the jurisdiction's law enforcement agency of their responsibility to investigate a crime that occurred or is occurring in their jurisdiction. In the event that an Affiliate Agency's member is expelled from the Task Force, this agreement is terminated for any reason or the Affiliate member fails to cooperate with reporting requirements or no longer has access to the ICAC Database System (IDS), the SF ICAC TF may deliver any cases or Cybertips to the appropriate jurisdiction's law enforcement agency in accordance with the ICAC Operational and Investigative Standards.

Affiliate Agencies will be required to open and view newly assigned Cybertips in a timely manner, not to exceed five (5) days.

COMPOSITION AND SUPERVISION

Each Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the SF ICAC TF. The Affiliate Agency's designated ICAC supervisor will be responsible for the management and oversight off all assigned Cybertips and ICAC cases. The Broward Sheriff's Office will oversee the receiving, distribution, and assignment of Cybertips received from NCMEC.

LIABILITY AND INSURANCE

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 (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 Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Florida, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the Broward Sheriff's Office with written notice of any material change in the Affiliate Agency's liability coverage 30 days prior to the change.

EVIDENCE

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

RECORDS AND REPORTS

Affiliate Agencies shall be subject to their respective agency's incident reporting procedures and case supervision systems. Each Affiliate Agency will utilize its own agency assigned case number for all Cybertip and ICAC investigations. As required by DOJ/OJJDP, a unique identifier shall be assigned to each ICAC case. The unique identifier can be either a case specific Affiliate Agency assigned case number or the NCMEC assigned "Cybertip" number.

CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of SF ICAC TF will be held in the strictest confidence, and will only be shared with other Affiliate Agencies or other law enforcement agencies participating in the SF ICAC TF where necessary or as otherwise permitted by federal and/or state law.

FAILURE TO FOLLOW MOU GUIDELINES

Affiliate Agencies failing to follow any of the above stated guidelines and/or ICAC Operational and Investigative Standards as determined by the Broward Sheriff's Office, will be deemed to have violated the Memorandum of Understanding and shall be subject to termination pursuant to the terms of this MOU. Any equipment issued by the Broward Sheriff's Office shall be immediately returned to the Broward Sheriff's Office.

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

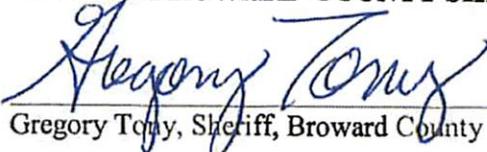
This Agreement shall be effective as to the executing Parties upon execution by the Broward Sheriff's Office and at least one (1) other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination 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 or cancel its individual participation upon written notification to the SF ICAC Commander.

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

FOR THE BROWARD COUNTY SHERIFF'S OFFICE



Gregory Tony, Sheriff, Broward County

Date: 2/19/19

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



Ronald M. Gunzburger, General Counsel
Office of the General Counsel *lt*

Date: 02/19/19

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

Agency Name: _____

Representative Signature: _____

Printed Name: _____

Date: _____