

RESOLUTION NO 2024 - 047
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GAINESVILLE BY AND THROUGH THE CITY OF GAINESVILLE POLICE DEPARTMENT ALLOWING THE LAKE CITY POLICE DEPARTMENT TO PARTICIPATE IN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; AUTHORIZING AND DIRECTING THE CHIEF OF POLICE OF THE LAKE CITY POLICE DEPARTMENT TO JOIN THE MAYOR IN EXECUTING SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) operates and funds the Lake City Police Department for the benefit of its citizens; and

WHEREAS, the ICAC Task Force Program (the “Program”) is a national network of state and local law enforcement investigative units; and

WHEREAS, the Program’s mission is to reduce crime and victimization of children by assisting with criminal investigations and prosecution of perpetrators using the internet to exploit children; and

WHEREAS, the City of Gainesville, by and through the Gainesville Police Department (“GPD”) has been designated by the United States Department of Justice as the “lead agency” for this region of Florida to administer the Program; and

WHEREAS, GPD will allow the Lake City Police Department (“LCPD”) to participate in the Program provided the City agrees to the terms of the Memorandum of Understanding attached as an Exhibit hereto (the “Agreement”); and

WHEREAS, the City, by and through its Police Department, desires to enter into the Agreement; and

WHEREAS, participating in the Program by adopting the terms of the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Participating in the Program by adopting the terms of the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules, regulations, and directives as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. The Chief of Police of the Lake City Police Department is authorized and directed to join the Mayor in executing the Agreement; and
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of June, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Hon. Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**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 Lake City (hereafter Partnering Agency, Affiliate) located in the city of Lake City, Columbia 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.

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VIII. POINT OF CONTACT

A. City of Gainesville

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

B. City of Lake City

Detective Richard Poteat
Lake City Police Department
225 NW Main Blvd, Ste 102
Lake City FL 32055-3919
386-758-5469
poteatr@lcfla.com

IX. SIGNATURES

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

GAINESVILLE POLICE DEPARTMENT

LAKE CITY POLICE DEPARTMENT

Date
Chief of Police

Date
Gerald Butler
Chief of Police

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

By: _____
Date
City Attorney

By: _____
Date
Clay Martin
City Attorney

CITY OF GAINESVILLE

CITY OF LAKE CITY

Date
Cynthia W. Curry, City Manager

Date
Stephen M. Witt, Mayor