

AGENDA ITEM
05/21/2013

Subject: 1. Letter of Agreement – Mo Internet Crimes against Children Task Force
 2. Memorandum of Understanding – SW Mo Cyber Crimes Task Force

Department: Police

The mission of the Missouri Internet Crimes against Children Task Force (MOICAC) and the SW Missouri Cyber Crimes task Force (SMCCTF) is to apprehend and prosecute Internet sexual predators who exploit children through the use of computer technology.

The Nevada Police Department has partnered with MOICAC and SMCCTF for many years to combat this type of criminal act, along with other professional police organizations.

All MOICAC and SMCCTF investigations will be conducted in a spirit of cooperation. The organizational Director will provide local police management and investigators with investigative support and training opportunities.

The current Task Force membership is due to expire. By accepting this 2013 Letter of Agreement, the Nevada Police Department will continue to be a Task Force member agency. This agreement will remain in effect for a minimum two year period. The City of Nevada may voluntarily withdraw participation at any time by providing written notice.

RESOLUTION NO. 1366

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI APPROVING AND AUTHORIZING EXECUTION OF A LETTER OF AGREEMENT BETWEEN THE CITY OF NEVADA, MISSOURI AND THE MISSOURI INTERNET CRIMES AGAINST CHILDREN TASK FORCE (MOICAC).

WHEREAS, the City of Nevada, Missouri agrees to the Letter of Agreement between Nevada Police Department and Missouri ICAC Task Force, and;

WHEREAS, the City Council of the City of Nevada, Missouri authorizes such agreement, and;

WHEREAS, the Chief of Police and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and;

WHEREAS, this agreement will remain in effect for a minimum two-year period beginning on the last date of signing, and;

WHEREAS, the mission of the Missouri Internet Task Force (MOICAC) and the SW Missouri Cyber Crimes task Force (SMCCTF) is to apprehend and prosecute internet sexual predators who exploit children through the use of computer technology.

NOW, THEREFORE BE IT RESOLVED THAT, the City of Nevada, Missouri, Police Department participates through partnership with MOICAC.

PASSED, APPROVED, AND ADOPTED, this 21st day of May 2013.

Seth Barrett, Mayor

(seal)

ATTEST:

Bev Baker, City Clerk

cause of action, including amounts arising out of the performance, by that Signatory Agency's employees, of this Agreement. All liability for salaries, wages, and other compensation of any Signatory Agency's employees shall be that of the respective employer.

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement and is thus rendered incapable of performing his/her regular duties, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

Investigations and Prosecution

All MOICAC investigations will be conducted in a spirit of cooperation. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. This Letter of Agreement is not intended to infringe on the ongoing investigations of any other agency. 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.

Prior to beginning an ICAC investigation AND prior to executing a search warrant, case information, including IP Address, Online Identity and Suspect Address, shall be deconflicted through ICAC COPS (Child Online Protective Services).

Media Relations and Releases

Media release information regarding joint Task Force operations will be coordinated and made jointly by all participant agencies. When multi-jurisdictions are involved no unilateral press releases will be made by any participating agency without the prior approval of the other participants. It is recommended that a reference to the MOICAC be included in any multi-jurisdictional press releases. Media releases shall not include information regarding specific investigative techniques or undercover identities.

Funding for Equipment and Training

Dedicated grant funds may be provided for equipment or training. The funds shall be distributed in a manner permitting agencies to equip law enforcement with tools and training that will improve the investigative process. Member agencies utilizing ICAC funds for equipment agree to conduct investigations of crimes against children as required within their jurisdictions. Specific crimes include but are not limited to, enticement of a child, child pornography offenses and sex offenses involving minors.

Duration and Termination

This Letter of Agreement will remain in effect for a minimum two-year period beginning on the last date of signing listed below. Renewal of the agreement will be automatic unless either party terminates the agreement. Task Force member agencies may voluntarily withdraw participation at any time by providing written notice. Membership may be terminated by written notice of violation of ICAC Operational and Investigative Standards.

Sheriff Tom Neer
St. Charles County Sheriff's Department

Chief Graham Burnley
Nevada Police Department

Date: _____

Date: _____