

NEW JERSEY INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Memorandum of Understanding

Parties

The New Jersey Internet Crimes Against Children ("ICAC") Task Force (referred to as the "Task Force") is a partially grant-funded, multi-agency endeavor. Grant funding comes from the United States Department of Justice ("DOJ") Office of Juvenile Justice and Delinquency Prevention ("OJJDP").

This Memorandum of Understanding ("MOU") is entered into by:

The Division of New Jersey State Police ("NJSP") and Atlantic County Prosecutor's Office
(YOUR AGENCY NAME HERE)

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

Mission

The mission of the Task Force is to investigate, apprehend, and prosecute Internet sexual predators who exploit children through the use of computers or other technologies. The Task Force is part of a nationwide network of task forces created by the DOJ, OJJDP that investigate crimes involving internet exploitation of children. The Task Force will produce high-quality investigations leading to successful prosecutions of internet sexual predators. The Task Force will participate in community education efforts regarding the prevention of internet crimes against children. The Task Force will provide supervised training and provide additional funding for investigative training and equipment to employees of participating agencies. All Task Force members are prepared to respond on short notice to assist law enforcement agencies, subject to availability.

Nationwide ICAC Task Force goals are to increase the prevention, investigations, prosecutions, and public awareness of ICAC offenses. The national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses, and apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

The primary purpose of the ICAC Task Force program is to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the internet to seek children as sexual victims.

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Purpose

The purpose of this MOU is to delineate the responsibilities of the Task Force, maximize inter-agency cooperation, and formalize relationships between member agencies. The Task Force will investigate suspects who utilize the internet to seek children as sexual partners, traffic in child pornography, or who in other ways intend to utilize computers, technology, and/or the internet for the criminal purpose of causing harm to children.

Organizational Structure

The Task Force includes investigators and supervisors from the NJSP and various federal, county, and municipal law enforcement agencies who provide assistance subject to availability.

Direction

All participants acknowledge that the Task Force is a cooperative operation in which all agencies act as partners. The chain of command and supervision of the NJSP is responsible for the policy and general direction of the Task Force. The Task Force supervisor will periodically contact supervisors and investigators 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 Operational and Investigative Standards of the Nation Internet Crimes Against Children Task Force, which is overseen by DOJ and OJJDP. The document describing the Operational and Investigative Standards contains confidential information not for public release. Member agencies must understand and comply with the standards. The standards are proprietary to the ICAC National Board. Release of the standards is protected because release will likely jeopardize ongoing investigations.

Supervision

The day-to-day operational supervision and administrative control of the Task Force is the responsibility of the Unit Head of the NJSP Digital Technology Investigations Unit. Additional responsibilities of the National program and the Regional Task Force are completed by the ICAC Commander. These titles may be held by one or multiple individuals within the chain of command of the NJSP. The supervisor(s) will work cooperatively with other supervisors and investigators from the participating agencies to keep them informed of Task Force issues and progress.

Temporary Detachment

To accomplish the investigative objectives of the Task Force and ensure the proper training of new Task Force personnel, the participating agency may be required to assign experienced officers to the Task Force for an initial period of not less than six (6) months. During this period of assignment, the participating agency officer will be under direct supervision and control of the NJSP personnel assigned to the Task Force, and utilize NJSP investigative procedures and reporting forms and be subject to NJSP investigative policies and procedures. Failure to adhere to NJSP investigative policies and procedures shall be grounds for dismissal from the Task Force. All officers assigned to the Task Force will receive training required under the OJJDP grant, including but not limited to BRDA, EnCase Basic, ICAC Investigative Techniques, and ICAC Undercover Class. Any training not completed during the

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term of initial assignment shall be completed subsequently subject to scheduling and availability of funds.

During the term of this MOU, the participating agency agrees to make its officer available following the initial assignment for investigations and Task Force-related training on an as needed basis, subject to operational priorities. The NJSP shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. A resume identifying those individuals must be current and kept on file in the office of the ICAC Commander.

If a participating agency has fulfilled a detachment obligation and/or has a qualified computer crimes unit and agrees to follow the operational and investigative standards of the National ICAC Program and all aspects of this MOU, the aforementioned detachment period may be waived in an effort to cooperatively investigate child exploitation investigations and receive advanced training and equipment as outlined in the current FFY Grant. The participating agency must insure that resume requirements are met.

Participating Agency Responsibilities

Responsibility for the personal and professional conduct of Task Force member remains with the participating agency, in keeping with that agency's own policies and procedures. Any misconduct by the Task Force member requiring discipline shall be documented and reported to the respective agency. All discipline shall be imposed by the participating agency, consistent with its own policies and procedures.

Each participating agency shall be responsible for claims made against its own employees. That agency shall supply the officer with an undercover vehicle and maintain personal liability and motor vehicle insurance during the period of assignment.

The participating agency shall bear risk of loss or damage to any vehicle or equipment assigned to the officer to be used during the officer's assignment to the Task Force.

The participating agency will continue to be responsible for the officer's salary and fringe benefits during the period of assignment to the Task Force. Any and all claims for Worker's Compensation shall be directed to and paid by the participating agency.

The participating agency shall be responsible to ensure that the officer maintains firearms qualification consistent with New Jersey State Law and the Attorney General's Policy.

In no event will the participating agency be entitled to any indirect cost rate from the NJSP for the administration or implementation of this MOU.

Investigations

All Task Force investigations will be conducted in a spirit of cooperation. Investigations conducted outside the scope of the six (6) month detachment will follow guidelines established by each agency's respective policy manual or guidelines. 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. The Task Force will investigate matters referred by other ICAC Task Forces or the Center for Missing and Exploited Children as well as from other sources.

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The NJSP will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations,
- (3) ICAC investigations shall also be governed by the National ICAC Program's Operational and Investigative Standards (attached, and incorporated herein); and
- (4) Each Investigator will use the current tools, deemed appropriate by the National ICAC Program's Operational and Investigative Standards to deconflict all investigations.

Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

The ICAC Task Forces have a substantial number of matters to investigate that require prioritization of these matters. The participating agency agrees to use the guidelines in the ICAC Investigative Standards to prioritize cases/

An additional role of the ICAC Task Forces is to educate both children and parents regarding online dangers and empower them with information so they may use the internet in safety. Task Force personnel will conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business community, and other individuals concerned about internet child safety issues.

Reporting

By the fifth (5th) day of each month a designee from each participating agency shall report all statistics pertaining to ICAC Investigations, on the attached monthly reporting form, which will be kept on record by the ICAC Commander. All statistics will be combined on a New Jersey Regional ICAC Task Force form and delivered to the ICAC Grant Program Manager at OJJDP. Bi-Annually during the FFY, the ICAC Commander must outline the current project and report on outstanding investigations conducted during this six (6) month period. Each participating agency will highlight those investigations conducted by their investigators and forward them to the ICAC Commander for the Bi-Annual Report.

Prosecution

The criteria for determining whether to prosecute a particular crime by county, state, or federal prosecutorial agencies 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.

The United States Attorney's Office for the District of New Jersey will provide federal prosecution support for the Task Force and has committed to prosecute cases investigated by the ICAC Task Force Agencies.

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Media Relations, Press Releases and Confidential Information

It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence and will only be shared with participating Task Force members or other law enforcement agencies where necessary or as otherwise permitted by State and federal law.

No information pertaining to Task Force operations will be released to the media without the prior approval of all agencies with an immediate investigative or prosecutorial interest in the case. Media releases may be made jointly by all agencies participating in the investigation. Media releases shall not include information regarding confidential investigative techniques.

Media releases relating to ongoing prosecutions, crime alerts, or other matters concerning Task Force operations shall be coordinated through the Task Force Supervisor and through the NJSP Office of Public Information.

Funding for Equipment

Dedicated grant funds may be provided for equipment to be used in the course of investigations involving ICAC. The equipment shall be distributed in a manner permitting participating agencies to be equipped with tools that will improve the investigative process. Participating agencies utilizing Task Force equipment agree to utilize the equipment to conduct investigations of ICAC as required within their jurisdictions.

Funding for Training

Dedicated Task Force grant funds may be provided to finance training that would be useful in the investigation of ICAC. The training will facilitate the ability of participating agencies to gain the knowledge and skills necessary to investigate ICAC. Participating agencies that receive Task Force-sponsored training agree to conduct investigations of ICAC as required within their jurisdictions.

Funding for Investigative Support

Subject to the availability of current FFY Task Force grant funds, reimbursement for expenses to support the Task Force activities of the NJSP and participating agencies may be available. This support may include: funds for the purchase of evidence and information, authorized overtime and other items that directly support the investigation of crimes against children.

Duration and Termination

This MOU shall be effective as of the day and date last below written and shall remain in effect for a minimum of one (1) year unless terminated by either party on thirty (30) days' written notice or cancellation of the DOJ, OJJDP Grant. Renewal of the MOU for an additional one (1) year period shall be automatic unless the MOU is terminated by either party, subject to the availability of funding from the DOJ and OJJDP. The MOU may be modified by mutual written agreement at any time. Task Force participating agencies may voluntarily withdraw from participation at any time by providing thirty (30) days' written notice. The Superintendent of NJSP, or his/her designee, may terminate this MOU immediately by written notice of violation of Task Force Operational and Investigative Standards or if grant funding is terminated. Billings for all outstanding obligations must be received by the New Jersey State Police within ninety (90) days of the date of termination of this MOU or subject to forfeit of funds.

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Governing Laws

The NJSP shall be responsible, subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. (New Jersey Tort Claims Act), and the availability of funds, for personal injuries and property damage caused by the actions of its employees and/or agents occurring during the performance of its obligations under this MOU.

Participating agency shall be responsible, subject to State law, for personal injuries and property damage caused by the actions of its employees and/or agents occurring during the performance of its obligations under this MOU.

The parties agree that any action brought against the State of New Jersey pursuant to this MOU is subject to all the provisions the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

Subject to Fund Availability

All obligations of the NJSP pursuant to this MOU are subject to appropriations and the availability of funds.

COUNTERPARTS

This MOU may be signed in duplicate original counterparts, with all such counterparts constituting but one and the same instrument.

IN WITNESS WHEREOF, the Parties, duly authorized, have executed this MOU, effective as of the day and date last below written.

Gurbir S. Grewal
Attorney General
or Designee

Date: _____

Colonel Patrick J. Callahan
Office of the Superintendent

Date: _____

Participating Agency:

Atlantic County Prosecutor's Office

Agency Official

Date: 7/18/18