

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WISCONSIN DEPARTMENT OF JUSTICE  
AND AFFILIATE CRIMINAL JUSTICE SYSTEM AGENCIES (INCLUDING  
PROSECUTORIAL OFFICES) OF THE WISCONSIN INTERNET CRIMES  
AGAINST CHILDREN TASK FORCE**

**I. PARTIES**

The parties (together, the Parties, and individually, a Party) to this Memorandum of Understanding (MOU) are the Wisconsin Department of Justice (WI DOJ), which serves as the lead task force agency (Lead Agency), and the federal, state or local criminal justice system agency operating in Wisconsin that is identified on the Statement of Participation and Acceptance page of this MOU (Affiliate), which Parties are participants in the Wisconsin Internet Crimes Against Children Task Force (WI ICAC Task Force), as evidenced by the signature of the authorized representatives of each Party on the Statement of Participation and Acceptance page of this MOU.

**II. PURPOSE**

The WI DOJ is the recipient of a United States Department of Justice (US DOJ), Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet crimes against children (ICAC), and is obligated to utilize this grant for the sole purpose of administering and operating the WI ICAC Task Force.

The purpose of this MOU is to establish the obligations and responsibilities of the Affiliate and to define the benefits that may be received by the Affiliate.

Additionally, this MOU defines the responsibilities and expectations of the Parties. By signing this MOU, Affiliate agrees to join the WI ICAC Task Force for the primary purpose of properly responding to Internet crimes against children. Through this MOU, Affiliate will benefit from grant resources, training opportunities, and technical assistance and other resources, and the WI DOJ will benefit from the support the Affiliate will provide.

**III. OVERVIEW AND MISSION (GOALS)**

US DOJ has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The ICAC Task Force Program assists state and local law enforcement agencies in developing an effective response to cyber enticement and technology-facilitated child sexual abuse 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.

The ICAC Task Force Program endeavors to increase the investigation and prosecution of ICAC offenses, and to increase public awareness and prevention of ICAC offenses. The national policy objectives for the ICAC Task Force Program are:

1. Increase the investigative capabilities, including the effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
2. Conduct proactive and reactive ICAC investigations;
3. Increase the number of ICAC (state and federal) offenses being prosecuted;
4. Create a multi-agency task force response to ICAC offenses;
5. Enhance the nationwide response to ICAC offenses;
6. 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 sexual abuse materials, and the utilization of the Internet to seek children as sexual victims. Special attention should be placed on providing victims of sexual exploitation with access to resources and services.

#### **IV. RESPONSIBILITIES**

The WI DOJ will serve as a community resource in Wisconsin by providing the following to Affiliate:

1. Access to the most current guidelines approved by OJJDP for the operation of ICAC units and investigations (OJJDP ICAC Program Operational and Investigative Standards, attached).
2. Access to the WI ICAC Task Force Commander who oversees the WI ICAC Task Force program.
3. Technical, investigative, prosecutorial, forensic, and expert testimony support for law enforcement and other criminal justice agencies seeking assistance on ICAC related cases.
4. Opportunities for law enforcement and other criminal justice agency personnel to observe ICAC operations and become familiar with the capabilities of the WI ICAC Task Force and its resources.
5. Assistance with field digital and computer forensics and in-house (lab) forensics.
6. Regular communication with local and national law enforcement agencies to deconflict, share information and assist one another as necessary.

7. Access to training relevant to the investigation, prosecution, and response to Internet crimes against children.
8. Access to training material for the purpose of educating the public in Internet safety.
9. Upon approval of the WI ICAC Task Force Commander, reimbursement for purchase of equipment, software, or training for use in the investigation, prosecution, and response to internet crimes against children.
10. Monitoring on-site visits to ensure Affiliate agency success and compliance and to review and discuss the effectiveness of the WI ICAC Task Force, the means to improve the WI ICAC Task Force's effectiveness, and problem resolution when applicable.

Affiliate will, within the limitations of their resources, partner with other law enforcement and criminal justice agencies in response to ICAC, including the following:

1. Adopting and adhering to the most recent OJJDP ICAC Task Force Operational and Investigative Standards.
2. Designating a point of contact person for the Affiliate and an employee(s) to investigate and prosecute Internet crimes against children. The Affiliate will notify the Wisconsin ICAC Task Force Commander or his/her designee if there is a change in Affiliate agency ICAC unit personnel.
3. Seeking and formalizing prosecution partnerships at the local, state and federal levels to help assure that cases are effectively prosecuted and that the required expertise and resources are made available to the prosecuting agencies.
4. Ensuring designated ICAC personnel are provided access and opportunities to attend ICAC training, online or in person.
5. Maintaining and reporting performance measures (statistics) on a monthly basis on the approved ICAC Task Force system (ICAC Data System—[www.icacdatasystem.com](http://www.icacdatasystem.com) ) by the 10<sup>th</sup> of every month. Failure to do so will result in formal review of the agreement.
6. Educating children and parents regarding online dangers and empowering them with information so they may use the Internet in safety. Conducting 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.

## V. INVESTIGATIONS

All WI ICAC Task Force investigations will be conducted in a spirit of cooperation, following OJJDP ICAC Task Force Operational and Investigative Standards, WI ICAC Task Force guidelines, and each Affiliate's respective policy manual or guidelines. The principal sites of task force activity will be within the jurisdictional areas of the respective Affiliate, consistent with the level of membership of that law enforcement agency and statutes governing mutual aid.

Each Affiliate will maintain their own agency records and reports. To the extent possible, all investigative information will be available to WI ICAC Task Force members as it pertains to ICAC investigations, with the approval of the agency that authored the record or report. Deconfliction should be conducted through the ICAC Data System (IDS).

The Affiliate will be responsible for the day-to-day operational supervision, administrative control, personal and professional conduct of its officers and agents assigned to the WI ICAC Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

## **VI. PROSECUTIONS**

Cases investigated by the WI ICAC Task Force may be prosecuted in federal or state court. The Parties agree that prosecution and sentencing recommendations in ICAC cases should, to the greatest extent possible:

1. Reflect the seriousness of the offense
2. Promote respect for the law
3. Provide just punishment for the offense
4. Afford adequate deterrence to criminal conduct
5. Protect the public from further crimes of the defendant
6. Provide the defendant with the needed educational or vocational training, medical care, or other correctional treatment in the most effective manner

## **VII. TRAINING**

The Affiliate shall, whenever reasonably possible, make personnel designated to work with the WI ICAC Task Force available for applicable specialized training provided through the national and WI ICAC Task Force programs and other appropriate training programs.

There are four training partners associated with the ICAC Task Force Program, they are:

1. SEARCH, High Tech Crime Services
  - <https://www.search.org/get-help/training/high-tech-crime-investigations/>
2. National White Collar Crime Center (NW3C)
  - [www.nw3c.org](http://www.nw3c.org)
3. NCJTC ICAC Training & Technical Assistance
  - <https://ncjtc.fvtc.edu/training>
4. The Innocent Justice Foundation, SHIFT Wellness
  - <https://www.shiftwellness.net>

More information about these providers can be located on the National ICAC Task Force website, <https://www.icactaskforce.org> (requires site registration) and National

Criminal Justice Training Center (<https://ncjtc.fvtc.edu>). These training providers offer online web-based training as well as in-person training opportunities.

Special attention should be paid to ICAC Task Force member wellness, as members are frequently exposed to images and videos of child sexual abuse and assault, explicit communications describing child sexual abuse and assault, and in-person interviews of people who are victims and perpetrators of sexual abuse and assault and who describe these events in detail to members. The Innocent Justice Foundation website provides resources about wellness, including information for unit supervisors and agency chief executives.

NCMEC CONNECT (requires site registration), a program through the National Center for Missing & Exploited Children (NCMEC), is a virtual gateway to on-demand trainings, resources and best practices related to missing and exploited children. Access the learning platform to build your knowledge set around these issues to better protect children in your community at <https://ncmec.elevate.commpartners.com/>. Once you have registered, it may take 1-2 days for verification of your account.

#### **VIII. LIABILITY AND LIMITATIONS**

Each Party shall be responsible and liable only for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. In the event of a third-party liability claim, each Party shall defend their own interests. No Party indemnifies any other Party under this MOU. Nothing in this MOU shall provide or confer on any other person or party other than the Parties any rights, obligations, remedies or liabilities under this MOU. Each Party specifically understands and agrees that in no event shall any official, officer, employee or agent of any Party be personally liable or responsible for any representation, statement, covenant or obligation contained in, or made in connection with, this MOU.

In accordance with the OJJDP ICAC Program Operational and Investigative Standards, Affiliate will provide a secured space for the Affiliate's ICAC unit to operate. Any equipment provided by the WI ICAC Task Force will be used for ICAC cases and investigations. Should equipment cease to be used for ICAC cases and investigations, or upon termination of this MOU, the equipment will be returned to the WI DOJ in accordance with federal guidelines.

Affiliate will be subject to monitoring visits by the Lead Agency to ensure compliance with operational standards.

Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of Affiliate, limiting Affiliate in the performance of functions granted to it by law; or as requiring any Party to expend

any sum in excess of its respective appropriations. Each and every provision of this MOU is subject to the laws, ordinances, rules, and regulations applicable to the Affiliate.

#### **IX. CONFIDENTIALITY**

Any information pertaining to ICAC investigations, prosecutions, and case files will be held in the strictest confidence by the Parties, and will only be shared with participating ICAC Task Force Affiliates, the Lead Agency, or other law enforcement or criminal justice agencies where necessary, or as otherwise permitted or required by federal or state law.

The OJJDP ICAC Task Force Operational and Investigative Standards shall not be released outside of the Affiliate agency without contacting the WI ICAC Task Force commander prior to release.

#### **X. AMENDMENTS**

The Parties agree that matters not presently contemplated by this MOU will necessarily be involved in the future administration of this MOU. This MOU may be modified or amended by agreement in writing of the Parties. Acceptance of any amendments will be effectuated by each Party by resigning the Statement of Participation and Acceptance.

#### **XI. EFFECTIVE DATE AND DURATION OF MOU**

This agreement shall become effective upon execution by WI DOJ and the Affiliate, as evidenced by the signature of the authorized representative of each Party on the Statement of Participation and Acceptance, and shall continue until such time as federal funding for the OJJDP grant award to the WI DOJ ends or until the Affiliate's participation is withdrawn or terminated pursuant to this MOU.

Either Party may terminate this agreement, for any reason, in writing upon 30-day notice to the other Party. Affiliate may voluntarily withdraw participation at any time by providing 30-day written notice of termination to the WI ICAC Task Force Commander. The agreement also may be terminated at any time by WI DOJ by written notice to Affiliate of its violation of the OJJDP ICAC Operational and Investigative Standards.

The WI DOJ reserves the right to terminate this agreement in whole or in part without penalty due to a withdrawal of the grant funds.

## **XII. GOVERNING LAW AND MISCELLANEOUS**

This agreement shall be governed under the laws of the State of Wisconsin. Venue for any proceeding arising out of this agreement shall be in Dane County.

This MOU and the attached OJJDP ICAC Task Force Operational and Investigative Standards constitute the entire agreement between Parties.

The signatories to this agreement represent that they have been duly authorized to execute this agreement, and that the agreement constitutes a valid and binding obligation of the Parties hereto.

## **XIII. Milwaukee Police Department Reimbursement**

The Milwaukee Police Department was the first Wisconsin ICAC Task Force affiliate agency. The Milwaukee Police Department provides police services to Wisconsin's largest municipality and is the largest law enforcement agency in the state of Wisconsin. The Milwaukee Police Department operates a digital forensics lab and dedicates officers to ICAC investigations. A significant number of ICAC referrals from the National Center for Missing and Exploited Children resolve to the City of Milwaukee.

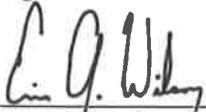
The Milwaukee Police Department agrees to submit a quarterly invoice to the Division of Criminal Investigation for reimbursement of overtime for ICAC investigations and equipment for conducting ICAC investigations and the forensics analysis of digital media in ICAC investigations. These reimbursements will not exceed \$40,000 for each calendar year.

Invoices listing the acceptable expenditures shall be submitted online via the Wisconsin ICAC Task Force affiliate management website: <https://icac.doj.wi.gov/>. Invoices shall include a letter on agency letterhead identifying the expenditures and receipts documenting the expenditures.

**STATEMENT OF PARTICIPATION AND ACCEPTANCE**

The Wisconsin Department of Justice and the undersigned Affiliate each accept and agree to abide by the terms of this Memorandum of Understanding. The Affiliate further agrees to actively participate in the Wisconsin Internet Crimes Against Children Task Force, and to adopt and abide by the OJJDP ICAC Task Force Operational and Investigative Standards and all other operational and investigative standards described in this Memorandum of Understanding.

Agreed and accepted:

  
Eric J. Wilson  
Deputy Attorney General  
Wisconsin Department of Justice

05/15/2023  
Date Signed

  
Signature\*

Jeffrey B Norman  
Signatory's Name

Chief of Police  
Signatory's Title

Milwaukee Police Department  
Department/Office/Agency

5-22-2023  
Date Signed

*\*This electronic signature is legally enforceable under the Wisconsin Uniform Electronic Transactions Act, as well as other applicable state and federal laws.*