



## **APPENDIX C**

### **INTERNET CRIMES AGAINST CHILDREN**

#### **SCOPE OF WORK**

The San Diego Police Department ("SDPD") is the recipient of a grant from the United States Department of Justice ("USDOJ"), the Office of Juvenile Justice and Delinquency Prevention ("OJJDP"), and the California Governor's Office of Emergency Services (Cal OES) to enforce laws regarding Internet Crimes Against Children (ICAC). The SDPD utilizes this grant to administer and operate the ICAC Task Force.

#### **A. OVERVIEW / MISSION STATEMENT**

1. OJJDP has created the 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 to develop an effective response to cyber enticement and child pornography cases. This help 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.
2. The mission of the San Diego ICAC Task Force ("ICAC Task Force") therefore is to:
  - A. Properly investigate and prosecute those who sexually exploit children through the use of the internet and/or computers; and
  - B. Provide training and equipment to those involved in investigating and prosecuting ICAC; and
  - C. Provide community education regarding the prevention of ICAC-related crimes.

#### **B. PURPOSE**

The purpose of this document is to formalize the working relationship between the MENIFEE POLICE DEPARTMENT (SUBRECIPIENT) the SDPD, and the ICAC Task Force, as well as to delineate the responsibilities and expectations of the Parties. By signing this MOU, the SUBRECIPIENT agrees to join the ICAC Task Force by placing an Investigator with the ICAC Task Force. This Investigator will be placed at the ICAC Task Force for the primary purpose of vigorously and properly investigating Internet Crimes Against Children. By joining the ICAC Task Force, the SUBRECIPIENT will benefit from grant resources, joint operations, and extensive training opportunities.

By entering into this MOU, the ICAC Task Force will benefit from investigative support from the SUBRECIPIENT.

#### **C. INVESTIGATIONS**



All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other ICAC Task Force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC Program's Operational and Investigative Standards, attached as Appendix E, to which the SUBRECIPIENT agrees to be bound. Violation of the ICAC Operational and Investigative Standards is cause for cancellation of this MOU. 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 ICAC Task Force investigations are not in the best interest of the ICAC Task Force.

**D. SUBRECIPIENT agrees to the following:**

1. Only SUBRECIPIENT personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations must receive ICAC training before initiating proactive investigations and shall submit reports of all undercover activity to the ICAC Task Force for deconfliction.
2. Conduct reactive investigations where subjects are associated within the SUBRECIPIENT jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Providers, and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from other sources, including subject interviews, documented public sources, direct observations of suspicious behavior, and public complaints.
3. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Commander.
4. Provide the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, to ensure compliance with all national ICAC standards.
5. Locate its ICAC Task Force investigators in a secured space provided by the SUBRECIPIENT with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of the SUBRECIPIENT Task Force personnel, with restricted access to authorized personnel only.
6. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

**E. SUPERVISION**

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



**F. JURISDICTION**

1. The SUBRECIPIENT will focus its task force activities in the areas in which it has jurisdiction. The SUBRECIPIENT will participate in task force activities commensurate with its level of membership in the task force, and consistent with statutes governing mutual aid.
2. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an employee as a member of the employee's respective agency.

**G. EVIDENCE**

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

**H. MAXIMUM ALLOCATION AMOUNTS OF PERSONNEL, EQUIPMENT AND SUPPLIES FUNDING SUBJECT TO REIMBURSEMENT**

Reimbursement and/or partial reimbursement under this MOU is limited to pre-approved, travel/training, and equipment/supplies. The maximum allocation amounts for equipment/supplies set forth below reflect the maximum amount subject to reimbursement on an annual basis, tied to the performance period of the Grant Funds from which reimbursement is sought.

**a. EQUIPMENT/SUPPLIES**

SDPD will allocate an annual maximum of \$5,000.00 in ICAC program grant funds to reimburse SUBRECIPIENT for the costs of procuring equipment and/or supplies necessary for SUBRECIPIENT to perform the functions as set forth this Agreement.

**H. REIMBURSEMENT PROCESS**

1. When seeking reimbursement for ICAC Task Force-related training, travel, and/or ICAC Task Force-related equipment whose purchase was authorized by the ICAC Commander, SUBRECIPIENT shall submit a detailed statement of expenses in a prescribed format to the ICAC Program Coordinator within 30 days following the end of each quarter.
2. Any requests for reimbursement submitted more than 30 days after the end of each quarter will not be accepted and reimbursement will not be owed.

**J. REPORTING REQUIREMENTS**



1. Using a form provided by the ICAC Task Force, the MENIFEE POLICE DEPARTMENT shall submit monthly statistics to the ICAC Commander on all ICAC investigations or other investigative work about the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate OJJDP format by the 10th day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas, and court orders issued, training hours attended and taught, and community outreach provided.
2. In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the MENIFEE POLICE DEPARTMENT. The ICAC Task Force will then be responsible for all required reporting to OJJDP.

#### **K. TRAINING**

1. The MENIFEE POLICE DEPARTMENT shall make investigators designated as ICAC Task Force members available for specialized training provided through the national ICAC program and other recommended training programs. The ICAC Commander will review and preapprove training requests, provided that funding is available and the request is appropriate.
2. The MENIFEE POLICE DEPARTMENT shall invoice SDPD quarterly for approved training expenses. These expenses include travel, lodging, per diem, and incidental expenses in an amount not to exceed the current U. S. General Service Administration Domestic Per Diem Rates.

#### **L. CONFIDENTIALITY**

Any confidential information about investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.