



## **MEMORANDUM OF UNDERSTANDING Between**

### **San Diego Police Department INTERNET CRIMES AGAINST CHILDREN TASK FORCE and Riverside Police Department**

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The San Diego Police Department is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) grant to enforce laws regarding Internet crimes against children (**ICAC**), and the San Diego Police Department utilizes this grant to administer and operate the ICAC Task Force.

This Memorandum of Understanding (**MOU**) is entered into by the **San Diego Police Department** and the **Riverside Police Department**, referred to in this MOU as the parties.

#### **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 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 therefore is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC related crimes.

## **B. PURPOSE**

The purpose of this MOU is to formalize the working relationship between the Riverside Police Department, the San Diego Police Department, and San Diego ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, Riverside Police Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating Internet Crimes Against Children. By joining this Task Force, Riverside Police Department will benefit from grant resources, joint operations, and extensive training opportunities.

By entering into this MOU, the San Diego ICAC Task Force will benefit from the investigative support from the Riverside Police Department.

## **C. INVESTIGATIONS**

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other San Diego 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, to which the Riverside Police Department agrees to be bound (attached). Violation of the ICAC Operational 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 Task Force investigations are not in the best interest of the Task Force.

## **D. Riverside Police Department agrees to the following:**

1. Only sworn Riverside Police Department law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations must receive ICAC training prior to 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 with in Riverside Police Department's jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Provider 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 Task Force Unit Commander.

4. Provide the San Diego ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
5. Locate its ICAC investigators in secured space provided by Riverside Police Department with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of Riverside Police Department ICAC 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**

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

#### **F. JURISDICTION**

1. The Riverside Police Department will focus its task force activities in the areas in which it has jurisdiction. The Riverside Police Department 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. LIABILITY**

##### **1. Claims Arising From Sole Acts or Omissions of a PARTY**

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion,

each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

## **2. Claims Arising From Concurrent Acts or Omissions**

The PARTIES hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 4 below.

## **3. Joint Defense**

Notwithstanding paragraph 2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

## **4. Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

# **I. REPORTING REQUIREMENTS**

1. Using a form provided by the San Diego ICAC Task Force, Riverside Police Department shall submit monthly statistics to the Task Force on all ICAC investigations or other investigative work pertaining to 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 Riverside Police Department. The Task Force will then be responsible for all required reporting to OJJDP.

**J. TRAINING**

1. Riverside Police Department shall make investigators designated as Task Force members available for specialized training provided through the national ICAC program and other recommended training programs. The ICAC Task Force Unit Commander will review and pre-approve training requests, provided that funding is available and the request is appropriate
2. Riverside Police Department shall invoice SDPD quarterly for approved training expenses. These expenses include travel, lodging, Perdiem and incidental expenses in an amount not to exceed the current US General Service Administration Domestic Perdiem Rates.

**K. CONFIDENTIALITY**


Any confidential information pertaining to 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.

**L. EFFECTIVE DATE**

This agreement shall be effective on \_\_\_\_\_, 2018 and continue until such time as federal funding for the Grant ends or the agreement is canceled by either party upon written notice delivered to the other party through its respective agency director. This MOU shall not exceed five years.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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City Manager, City of Riverside

  
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Approved as to form:  
Elliot Min, Deputy City Attorney  
City of Riverside

Attest: \_\_\_\_\_  
City Clerk, City of Riverside

\_\_\_\_\_  
David Nisleit, Chief of Police  
City of San Diego

\_\_\_\_\_  
Approved as to form:  
Mara Elliott, City Attorney

\_\_\_\_\_  
Mayor or designee, City of San Diego

\_\_\_\_\_  
Linda Peter  
Deputy City Attorney