

***SEXUAL ASSAULT FELONY ENFORCEMENT
(S.A.F.E.)***

REGIONAL TASK FORCE

2017

MEMORANDUM OF UNDERSTANDING

*This Memorandum of Understanding (MOU) to establish the
SEXUAL ASSAULT FELONY ENFORCEMENT TASK FORCE*

INTERNET CRIMES AGAINST CHILDREN UNIT

(hereinafter SAFE-ICAC)

is entered into by:

Riverside County Sheriff's Department

Riverside County District Attorney's Office

Riverside County Probation Department

City of Riverside Police Department

SEXUAL ASSAULT FELONY ENFORCEMENT REGIONAL TASK FORCE

(SAFE - ICAC)

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I. PURPOSE

The purpose of this memorandum (valid July 1, 2017 – June 30, 2019) is to set forth the responsibilities of the participating agencies involved in the Riverside County Sexual Assault Felony Enforcement Task Force (SAFE Task Force). Working cooperatively, the participating agencies will endeavor to effectively enforce the laws of the State of California including the Penal Code and applicable federal laws relating to sexual offenders, registration crimes, and online / computer related sex offenses throughout Riverside County. Agencies participating in the SAFE Task Force will be organized into a countywide Compliance Unit, and a countywide Internet Crimes Against Children Unit (SAFE ICAC).

The SAFE ICAC unit will concentrate their efforts on online crimes committed by offenders who prey on children, primarily relating to the possession, distribution, and production of child pornography and the online solicitation of sex offenses involving minor victims. The primary focus of SAFE ICAC will be the investigation of case referrals from outside sources including but not limited to the National Center for Missing and Exploited Children (NCMEC), other law enforcement agencies, and members of the public. As allowed by the volume of incoming referrals, SAFE ICAC members will also conduct proactive investigations related to the online exploitation of children, including but not limited to peer-to-peer file sharing investigations and online undercover/decoy operations.

On occasion, SAFE ICAC unit members will assist the SAFE Compliance Unit with parole and probation searches on 290 PC registrants and take appropriate enforcement actions as the situation dictates. Likewise, SAFE ICAC unit members will receive assistance from SAFE Compliance unit members in the service of ICAC related search warrants and undercover operations.

As affiliates of the San Diego Regional Internet Crimes Against Children Task Force (SD ICAC, the regional Federal ICAC task force) Riverside County SAFE ICAC investigators are eligible to receive Federal funding for (and access to) specialized investigative training and resources.

II. MISSION

The mission of SAFE ICAC, through a collaborative effort of participating law enforcement agencies, is to coordinate and align law enforcement efforts to combat the online sexual exploitation of children.

The goals and objectives of the SAFE ICAC are as follows:

- Conducting proactive criminal investigations of ICAC offenses.
- Arresting, prosecuting, and incarcerating individuals who violate the law.
- Increasing public awareness of online exploitation and promote Internet safety.

III. TASK FORCE DIRECTOR

The Task Force Director shall be responsible for managing the SAFE Task Force and will report to the Task Force Executive Board. The Task Force Director takes direction from the Task Force Executive Board. The Task Force Director will provide the Task Force Executive Board with monthly and annual reports of each SAFE Task Force's activities. Any personnel assigned to the SAFE Task Force shall work under the immediate supervision and direction of the Task Force Director and shall adhere to the published policies and procedures of SAFE Task Force as adopted by the Task Force Executive Board.

IV. EXECUTIVE BOARD

An "Executive Board" will govern the SAFE Task Force.

EXECUTIVE BOARD CHAIRPERSON

The Task Force Director shall chair the Executive Board, and will preside over Executive Board meetings. The chairperson is responsible for the formulation of minutes for the meetings and notification of Executive Board members of upcoming meetings.

CHANGES IN ORGANIZATION

In the event that a member or members of the Executive Board wish to change a task force procedure or policy, as expressed in this agreement or the task force manual of instruction, those changes will be made with the consent of the entire Executive Board resulting from a majority vote in favor of such a change.

- * **Structure** - The Task Force Executive Board will consist of the department heads of Probation, The DA's Office, and the Sheriff's Department or their designee.

- * **Role** - The Task Force Executive Board shall meet as required for the purpose of reviewing the activities of the SAFE Task Force. Also, the members shall have general responsibility for the oversight of task force operations.

- * **Policy Authority** - The Task Force Executive Board shall be responsible for task force policies and operating procedures. The Executive Board shall periodically review and evaluate task force operations, goals, objectives, policies and procedures.

V. COMPENSATION

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulations.

VI. BUDGET

The Task Force Director will prepare a proposed budget each year (date to be determined by the Task Force Executive Board) for the ensuing fiscal/calendar year for approval by the Task Force Executive Board. A monthly report of expenditures shall accompany the monthly statistics report submitted to the Task Force Executive Board as outlined in the Policies & Procedures Manual.

VII. TRAINING

Training is handled by participating agencies according to their individual budgets. A yearly training plan for all task force personnel, sworn and non-sworn, shall be prepared upon their assignment to the task force. In addition, a yearly group-training plan shall be prepared and submitted with the task force yearly budget proposal. Participating agencies will also receive specialized training (including travel, lodging and per-diem) as available through SD ICAC.

VIII. ANNUAL REPORT

The Task Force Director will provide the Task Force Executive Board with an annual report of activity no later than March 15 of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding trends to enable the Executive Board to reassess task force goals and objectives.

IX. RESOURCES

Each of the below listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, to contribute the following personnel and/or resources to the SAFE Task Force, Compliance Unit in each year of this agreement.

RESOURCES

RIVERSIDE COUNTY DISTRICT ATTORNEY

1. One (1) Assistant Chief Investigator (Task Force Commander)
2. Two (2) Senior DA Investigators
3. Two (2) vehicles including cost of operation
4. Standard complement of investigative and safety equipment
5. Office Resources (working space, office implements and supplies, computers, ICAC investigative and forensic equipment, etc.)

will be assigned all case referrals (such as NCMEC CyberTipLine reports) with a nexus located within the geographical boundaries for which the Riverside Police Department provides police services, and will be responsible for any resulting investigations, and reporting case dispositions to SAFE ICAC.

Riverside Police personnel assigned to SAFE ICAC will receive specialized training and equipment from SD ICAC as dictated by that task force, including access to ICAC computer systems and resources, by virtue of their participation in SAFE ICAC.

Riverside Police personnel assigned to SAFE ICAC may coordinate cooperative efforts with other participating SAFE ICAC agencies when resources are available and the need arises, but are generally expected to operate independently within the Riverside Police Department's jurisdiction.

X. FACILITIES, EQUIPMENT & PROPERTY

Riverside Police Detectives will be housed by the Riverside Police Department, but may use the DA's office location and associated resources on occasion as necessary to fulfill any operational requirements associated with their ancillary SAFE task force duties.

Any and all property, including equipment, furniture, furnishings or whatever kind or description, purchased or acquired with participating agency funds shall be the property of the participating agency and at the termination of this agreement and whereupon no new agreement is reached, all said property shall be returned to the participating agency.

Any equipment purchased with task force or seized funds, which is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to the SAFE Task Force, ICAC Unit, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Director.

XI. ADMINISTRATION AND AUDIT

Any and all records pertaining to SAFE Task Force, ICAC Unit expenditures shall be readily available for examination and audit by any member agency on the Executive Board. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of (3) three years after termination of the agreement, whichever is sooner.

XII. NONDISCRIMINATION CLAUSE

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

XIII. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency of the Sexual Assault Felony Enforcement Task force (SAFE) ICAC Unit, shall be responsible for the acts of its participating agents/officer(s) and shall incur any liabilities arising out of the services and activities of those officers while participating in the SAFE Task Force. Personnel assigned to the SAFE Task Force, ICAC Unit shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

XIV. CIVIL LIABILITY

In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the participating agencies hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Government Code, agree that each shall be liable for any damages including, but not limited to, claims, fees, and costs resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this MOU, and each participating agency shall indemnify, defend and hold harmless the other agencies from such claims, demands, damages, losses, liabilities, costs and expenses including reasonable attorneys' fees, for their negligence. The participating agencies agree that the contribution as provided by Government Code Section 895.6 shall not apply.

XV. WORKERS COMPENSATION AND OTHER BENEFITS

Each participating agency shall be responsible for the workers compensation coverage and benefits for its own employees participating in this MOU and each shall indemnify and hold the other participating agencies harmless for any claims for such coverage or benefits as well as for other benefits, which may be claimed by an employee by virtue of participating in this MOU. To the maximum extent permitted by law, and consistent with their intent to cooperate with one another without forming a separate entity, each participating agency agrees that the other participating agencies shall not be considered "third parties" for purposes of imposing worker's compensation liability on any participating agency except the entity employing an employee who may be injured during any joint action of that agency's employees. In addition, each participating agency shall be solely responsible for, and will defend and indemnify all other participating agencies hereto, against any claims for, wages, overtime or any other form of compensation which may be sought by that agency's employees in performing this MOU.

XVI. LEGISLATIVE BODY APPROVAL

The legislative body of each participating agency shall approve or ratify the provisions of Paragraphs XV, XVI and XVII, and may ratify the other provisions of this MOU. No such approval or ratification shall have the intent or effect of forming a separate legal entity or joint powers authority that might be subject to the Brown Act.

XVII. POLICIES AND PROCEDURES

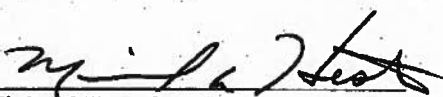
It is agreed that all members of the task force shall abide by the policies and procedures set forth by their individual agencies.

XVIII. TERM OF AGREEMENT

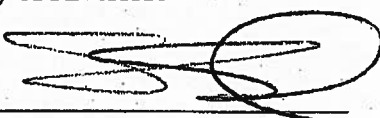
The term of this agreement shall be from July 1, 2017 through June 30, 2019 (fiscal year 17/18 and fiscal year 18/19). The term of this agreement may be terminated by notice in writing to the Task Force Executive Board Chairperson thirty (30) days prior thereof. An extension of this MOU will be granted pursuant to the signed agreement of the Task Force Executive Board. The SAFE Task Force, Compliance Unit will only be responsible for financial obligations incurred by task force participating agencies during the term of this agreement.

XIX. AUTHORIZATION

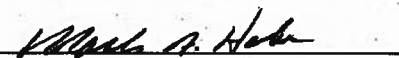
The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU will become effective upon receipt by the Riverside County Sexual Assault Felony Enforcement Task Force Director of the original MOU. All future amendments must be forwarded to the Riverside County Sexual Assault Felony Enforcement Task Force Director and will become effective upon receipt.


Michael Hestrin
District Attorney
County of Riverside

6/26/17
Date


Stanley Sniff, Jr.
Sheriff-Coroner
County of Riverside

10/31/2017
Date


Mark Hake
Chief Probation Officer
County of Riverside

6-29-17
Date


Sergio G. Diaz
Chief of Police
Riverside Police Department

Date


City Manager
City of Riverside

Date

Attest: _____
City Clerk
City of Riverside

Date

Approved as to form:



Elliot H. Min
Deputy City Attorney
City of Riverside

5-16-18

Date