

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO POLICE DEPARTMENT
INTERNET CRIMES AGAINST CHILDREN TASK FORCE
AND
RIVERSIDE POLICE DEPARTMENT**

THIS AGREEMENT is made this day of _____, 2024 in the City and County of San Diego, State of California, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City" or "SUBRECIPIENT") and the CITY OF SAN DIEGO, a municipal corporation ("SAN DIEGO" or "CITY"), acting by and through the SAN DIEGO POLICE DEPARTMENT ("SDPD"), referred to herein as the "Parties."

RECITALS

WHEREAS, the San Diego Police Department ("SDPD") is the recipient of federal and state grant funds from the U. S. Department of Justice (USDOJ), Office of Juvenile Justice and Delinquency Prevention Department (OJJDP), and the California Governor's Office of Emergency Management (Cal OES).

WHEREAS, in August 2014, the Parties entered into a Memorandum of Agreement for the period beginning August 5, 2014, to the end of federal funding or the MOU is canceled by either Party.

WHEREAS, SUBRECIPIENT and the SDPD continue to be the recipients of federal and state grant funds and have established a task force to detect, investigate, and prevent Internet Crimes Against Children ("ICAC") and will continue to apply for grant funds in the future; and

WHEREAS, the Parties now wish to enter into a new agreement for the period of January 1, 2024 to December 31, 2028, contingent on continued grant funding being awarded and received; and

WHEREAS, SUBRECIPIENT intends to provide staff to this ICAC Task Force as described in Appendix C – Scope of Work, U. S. Department of Justice (USDOJ), Office of Juvenile Justice and Delinquency Prevention Department (OJJDP), and California Governor's Office of Emergency Services ("Cal OES") ICAC Grant proposal, so long as SDPD continues to be the recipient of such grant funds; and

WHEREAS, it is the express intent of the Parties, and consistent with the intent of the USDOJ OJJDP and Cal OES that this partnership occurs.

**ARTICLE 1
DEFINITIONS**

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state, and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authorized Expenditures**" shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) "**Event of Default**" shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean all funds allocated or disbursed to SUBRECIPIENT under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from the following:

1. California Governor’s Office of Emergency Services ICAC grant, as awarded during the Term of this Agreement, with a performance period from January 1st to December 30th; and/or
2. The US Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC grant, as awarded during the Term of this Agreement, with a performance period from October 1st to September 30th.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Appendix C - Scope of Work. If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the ICAC Commander with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change.

(g) “**Indemnified Parties**” shall mean: (i) the City of San Diego ("CITY"), including all commissions, departments including SDPD, agencies, and other subdivisions of the CITY; (ii) CITY’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses, and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.9 (a).

(j) “**ICAC Commander**” shall mean the SDPD ICAC Project Manager (Detective Sergeant).

1.2 **Additional Terms.** The terms “as directed” “as required,” or “as permitted,” and similar terms shall refer to the direction, requirement, or permission of CITY. The terms “sufficient,” “necessary,” or “proper” and similar terms shall mean sufficient, necessary, or proper in the sole judgment of CITY. The terms “approval,” “acceptable,” or “satisfactory,” or similar terms shall mean approved by, or acceptable, or satisfactory to, CITY. The terms “include,” “included,” or “including,” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor,” or “assign,” herein refers only to a subcontractor, subgrantee, successor, or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations, or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications, or supplements hereto made in accordance with Section 10.2. References to articles,

sections, subsections, or appendices refer to articles, sections, or subsections of, or appendices to, this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein,” or “hereto,” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified, or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal grant requirements and guidelines, including USDOJ requirements, guidelines, information bulletins, and instructions, the decision-making of the USDOJ and the ICAC Commander, the terms and conditions of the grant award; the approved application, and to the extent applicable, the budget and fiscal provisions of the City of San Diego City Charter. The ICAC Commander shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the USDOJ and the ICAC Commander. Further, SUBRECIPIENT acknowledges and agrees that the CITY shall have no obligation to disburse Grant Funds to SUBRECIPIENT until CITY and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber, or expend Grant Funds before final allocation decisions by USDOJ and the ICAC Commander, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that the money required for such contract, agreement, or obligation for such year is or will be in the treasury to the credit of the appropriation from which it is to be drawn and that it is otherwise unencumbered.”

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall apply retroactively to JANUARY 1, 2024, and shall end at 11:59 p.m. Pacific Standard Time on DECEMBER 31, 2028, or upon the exhaustion of Grant Funds, whichever occurs earlier

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), and/or approved modification. The CITY will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.9 (a) of this

Agreement, approved by the ICAC Commander and CITY, before the CITY will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) General Requirements. SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan.

SUBRECIPIENT shall not use or expend Grant Funds for any purpose not set forth in the Grant Plan, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until and unless the ICAC Commander or designee has provided written approval for the request. In addition, if the modification request requires approval from the granting agency, as determined by the ICAC Commander in conjunction with the SDPD Grants Coordinator, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the ICAC Commander and/or the granting agency.

(c) No Supplanting. SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) Training:

1. SUBRECIPIENT agrees to make Investigators, designated as ICAC Task Force members, available for applicable specialized training provided through the national ICAC Program and other appropriate training programs.

2. The Task Force Commander has the authority to send the designated SUBRECIPIENT Investigator to training deemed appropriate based on the needs of the ICAC Task Force.

3. The San Diego Police Department will provide funding for ICAC Task Force-related training expenses of the SUBRECIPIENT's Investigator, exclusively from ICAC Program Grant Funds. These expenses include travel, lodging, per diem, and incidental expenses in an amount not to exceed the current United States General Service Administration Domestic Per Diem Rates.

4. The training must be approved by the ICAC Task Force Commander before attending said training.

(f) Reimbursement:

1. When seeking reimbursement for 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 30 days after the statement is due will not be accepted and reimbursement will not be owed.

3. The San Diego Police Department shall make every effort to process the invoices in a timely manner, so that SUBRECIPIENT is reimbursed at the agreed-upon rate within a reasonable period of time.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors, and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, USDOJ grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by USDOJ or the ICAC Commander. SUBRECIPIENT shall require and ensure that all subgrantees, contractors, and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, USDOJ grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by the USDOJ or the ICAC Commander.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of SAN DIEGO and the ICAC Commander as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with SAN DIEGO and the ICAC Commander in any evaluation, inspection, planning or monitoring activities conducted or authorized by USDOJ or the CITY. For ensuring compliance with non-supplanting requirements, upon request by CITY or the ICAC Commander, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic, and Financial Management Requirements.**

SUBRECIPIENT shall establish and maintain administrative, programmatic, and financial management systems, and records in accordance with federal requirements.

This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to USDOJ grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

- (b) Cost Principles:
 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft, or watercraft financed with Grant Funds.

3.7 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor, or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the “Excluded Parties List System,” to assure that it does not provide Grant Funds to excluded Parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.8 **Monitoring Grant Performance.**

(a) The CITY is authorized to perform periodic monitoring reviews of SUBRECIPIENT’s performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets, and other criteria are being met. Monitoring may involve a combination of remote and/or on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic,

performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the National Incident-Based Reporting System (NIBRS) Project Manager and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest-bearing account and disbursed in accordance with applicable guidelines, if applicable; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor, or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the USDOJ makes findings that require a Corrective Action Plan by SUBRECIPIENT, the CITY shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.9 **Disbursement Procedures.** CITY shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the ICAC Commander, in the manner specified for notices pursuant to Article 9, a Reimbursement Request containing a summary of all charges for the period, with the corresponding supporting documentation. The ICAC Commander shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The ICAC Commander in conjunction with the SDPD Grants Coordinator, will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The ICAC Commander will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by either the ICAC Commander and/or the SDPD Grants Coordinator, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, CITY shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the NIBRS Project Manager and the SDPD Grants Coordinator.

(d) If SUBRECIPIENT is not in compliance with any provision of this Agreement, CITY may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.10 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from CITY for an expenditure that is later disallowed by the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to CITY upon CITY's written request. At its option, CITY may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.11 **Sustainability**. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If equipment is purchased with Grant Funds, the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.12 **National Energy Conservation Policy and Energy Policy Acts**. SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.13 **Royalty-Free License**. SUBRECIPIENT understands and agrees that the USDOJ reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the ICAC Commander and USDOJ regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.14 **Publication Statements**. SUBRECIPIENT shall ensure that all publications created or developed under this Agreement acknowledge awarding agency assistance. An acknowledgement of support shall be made through use of the following or comparable footnote: "This project was supported by the ICAC grant awarded by the U. S. Department of Justice, Office of Juvenile Justice and Delinquency Program (OJJDP)".

3.15 **Performance Period**. SUBRECIPIENT shall ensure that hard copies of all Reimbursement Requests and supporting documentation will be submitted to the ICAC Commander by the end of the project.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports**. SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational, and other reports, as requested by the ICAC Commander, in form and substance satisfactory to the ICAC Commander and the SDPD Grants Coordinator.

4.2 **Notification of Defaults or Changes in Circumstances**. SUBRECIPIENT shall notify the ICAC Commander and CITY immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records**. SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial

books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records, and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all files, records, books, invoices, documents, payrolls, and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by the USDOJ has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the ICAC Commander, SDPD Grants Coordinator, and CITY employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls, and other data required to be established and maintained by SUBRECIPIENT under Section 4.3 and allow access and the right to examine those items. SUBRECIPIENT shall permit the ICAC Commander, SDPD Grants Coordinator, and CITY employees and authorized representatives, to inspect, audit, examine, and make excerpts and transcripts from any of the foregoing. The rights of the ICAC Commander and CITY pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls, and other data under this Article 4. The USDOJ, and the Comptroller General of the United States or designee, shall have the same inspection and audit rights as the CITY and the ICAC Commander. SUBRECIPIENT shall cooperate with any federal audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this Agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the ICAC Commander no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the ICAC Commander in connection with this Agreement, any Reimbursement Request, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred, or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend, and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees, or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs and SAN DIEGO's costs of investigating any claims against SAN DIEGO.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle, and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT.

An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts

or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF CITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification, or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the ICAC Commander or to CITY under this Agreement is found by the ICAC Commander or by CITY to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee, or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or, (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee, or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction or, (iii) ordering the dissolution, winding-up, or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, CITY may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** CITY may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, CITY will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the ICAC Commander, SDPD Grants Coordinator, and by CITY prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** CITY may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the ICAC Commander and/or CITY has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** CITY may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) Either Party shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Party terminating the agreement shall exercise this option by giving the other Party thirty (30) days' written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice by the Party terminating the agreement, the other Party shall commence and perform, with diligence, all actions necessary on its part to effect the termination of this Agreement on the date specified and to minimize the liability of the other Party and to third parties as a result of termination. All such actions shall be subject to the prior approval of the ICAC Commander, in conjunction with the SDPD Grants Coordinator.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the ICAC Commander an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, CITY will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the ICAC Commander, in conjunction with the SDPD Grants Coordinator as specified in subparagraph (b).

(d) In no event shall CITY be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by CITY.

(e) CITY'S payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to CITY at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract, or delegate all or any portion of this Agreement or any rights, duties, or obligations of SUBRECIPIENT hereunder without the prior written consent of the ICAC Commander in conjunction with the SDPD Grants Coordinator; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of the ICAC Commander. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of CITY. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U. S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to CITY of San Diego ICAC Commander:

San Diego Police Department
Investigations I/ICAC
9444 Balboa Avenue #375
San Diego, CA 92123
Attention: Detective Sergeant Garrick Nugent
Phone: 858-715-7120

If to SUBRECIPIENT:

RIVERSIDE POLICE DEPARTMENT
4102 Orange Street
Riverside, CA 92501
Attention: Contract Manager
Phone: 951-826-5732

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt,

completed by the U. S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent.

9.3 **Change of Address.** From time to time any Party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other Party and the ICAC Commander.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by CITY of any default or breach of this Agreement shall be implied from any failure by the ICAC Commander or CITY to take action on account of such default if such default persists or is repeated. No express waiver by CITY shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by CITY of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by the ICAC Commander and/or the SDPD Grants Coordinator of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the ICAC Commander or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments, or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties and supersedes all other oral or written provisions. The following Appendices are attached to and are a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, ICAC Scope of Work
- Appendix D, ICAC Operational and Investigative Standards

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to CITY a copy of the corporate resolution(s) authorizing the execution, delivery, and performance of this Agreement, certified as true, accurate, and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries**. Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the Parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

10.10 **Survival of Terms**. The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances**. From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation**. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;
 - e) Award title (descriptive of the purpose of the funding action);
 - f) Location of the entity and primary location of performance including city, state, and congressional district;
 - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
 - h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The total compensation and names of the top five executives if:

- a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
- b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13. **No Employer/Employee Relationship.** The ICAC Task Force does not directly or indirectly employ personnel assigned to the task force. The ICAC Task Force is established for the coordination of applicable investigations and does not establish employer/employee relationships with the personnel assigned to the ICAC Task Force from any participating agency.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products, and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (a) Name as Additional Insured the CITY, its Officers, Agents, and Employees.
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the SUBRECIPIENT, its employees, agents, and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the CITY of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the CITY address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the CITY's sole discretion, until the CITY receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the CITY may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to CITY certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to CITY, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by CITY shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the CITY, its officers, agents, and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to CITY, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, CITY employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify CITY if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify CITY in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**ARTICLE 13
AUTHORITY**

13.1 **Authority to Execute Agreement.** By signing below, the SUBRECIPIENT certifies that they have the proper authority to enter into this Agreement and have obtained all prerequisite written authority required by the SUBRECIPIENT governing body, if applicable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

Chief of Police
City of San Diego

Mike Futrell, City Manager
City of Riverside

Federal Tax ID #: 95-6000769

Approved as to Form:

Mara W. Elliott
City Attorney

Approved as to Form and Legality:

By:

Deputy City Attorney



Bahman Gerren *Jacob Guenard*
Senior Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter

June 10, 2024

Mike Futrell, City Manager
City of Riverside
3900 Main Street
Riverside, CA 92522

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Internet Crimes Against Children Task Force Continuation Grant
Grant 15PJDP-21-GK-03811-MECP and the California Governor’s Office of Emergency
Services (Cal OES) ICAC Grant IC23 14 7919

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

Following acceptance of this award, you must sign and return the Memorandum of Understanding as well as the Grant Assurances. Your agency must coordinate with the SDPD ICAC Commander to prepare and submit monthly reports for the duration of the grant period or until your agency completes all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a final review or audit, must be refunded to the City of San Diego within 30 days upon receipt of an invoice from the City of San Diego.

Your dated signature is required on this letter. Please sign and return the original to Jose Luis Romo, San Diego Police Department Grants Coordinator at 1401 Broadway, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

Sincerely,

Chief of Police
City of San Diego

Date

Mike Futrell, City Manager
City of Riverside

Date

Appendix B-- Grant Assurances

Name of Jurisdiction: Riverside Police Department

Name of Authorized Agent: Mike Futrell, City Manager Address: 4102 Orange Street

City: Riverside State: California Zip Code: 92501

Telephone Number: 951-826-5771

E-Mail Address: MFutrell@riversideca.gov

Standard Assurances

For Federal and California Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal and California assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- a) Applicable Federal Regulations (see below);
- b) Federal Program Notice of Funding Opportunity (NOFO);
- c) Federal Grant Program Guidelines, including the DOJ Grants Financial Guide, as currently stated and as may be amended from time to time; and
- d) Cal OES Subrecipient Handbook, as currently stated and as may be amended from time to time.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- a. That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body.
- b. That Grant Funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body.
- c. That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U. S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy without the express written approval from the Federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- e. Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- f. Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of treatment or recovery from drug abuse;
- g. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- j. EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- k. EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- l. California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- m. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- n. The requirements of any other nondiscrimination statute(s) which may apply to the application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- a. Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- c. Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- d. Protection of wetlands pursuant to EO 11990;
- e. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- f. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- g. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- j. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by an air pollution district; or 2) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States, through any authorized representative, access to and he right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards

The Applicant will comply with the following federal labor standards:

- a. Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- b. Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals, and other non-profit organizations.

15. Property-Related

If applicable to the type of project funded by this Federal award, the Applicant will:

- a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

16. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Applicant will:

- a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- b. Comply with the requirements of the awarding agency with regards to the drafting, review, and approval of construction plans and specifications.
- c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

17. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

**DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE STATISTICS –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

18. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

19. Terrorist Financing E.O. 13224

All subrecipients must comply with U. S. Executive Order 13224 and U. S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

20. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

State Regulations

1. Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of the Cal OES Subrecipient Handbook section 2.020.
2. Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of the Cal OES Subrecipient Handbook section 2.025.
3. The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of the Cal OES Subrecipient Handbook section 2.030.
4. The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and of the Cal OES Subrecipient Handbook section 2.035.
5. The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of the Cal OES Subrecipient Handbook sections 2.040 and 4.105.

IMPORTANT

The purpose of the assurance is to obtain federal financial assistance, including any and all federal grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that federal financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of Grant Funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for USDOJ or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the USDOJ determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by APPLICANT to enter into this agreement for and on behalf of APPLICANT.

Signature of Authorized Agent: (Mike Futrell, City Manager) _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



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 RIVERSIDE 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 salary, overtime, travel/training, and equipment/supplies. The maximum allocation amounts for salary, overtime and 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. SALARY REIMBURSEMENT

The SUBRECIPIENT agrees to assign the full time equivalent of one investigator to the ICAC Task Force. 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.

SDPD agrees to allocate an annual maximum of \$100,000 in ICAC Program grant funds commencing for reimbursement of a portion of the salary of the SUBRECIPIENT full-time investigator.

The reimbursement for the portion of the salary of the investigator provided to the SUBRECIPIENT shall be invoiced quarterly, commencing January 1, 2024. SDPD agrees to allocate a quarterly maximum of \$25,000 in ICAC Program grant funds during the duration of this MOU. Partial reimbursement is only available for salary and SUBRECIPIENT will not be reimbursed for benefits or any other any indirect cost or fringe benefit.

b. OVERTIME

SDPD will allocate an annual maximum of \$15,000 in ICAC program grant funds starting January 1, 2024 for reimbursement related to overtime incurred by the SUBRECIPIENT for the full-time investigator.



All overtime must be approved by the ICAC Task Force Commander in writing prior to working overtime. Unapproved overtime may not be reimbursed.

c. EQUIPMENT/SUPPLIES

SDPD will allocate an annual maximum of \$5,000 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 RIVERSIDE POLICE DEPARTMENTE 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 RIVERSIDE POLICE DEPARTMENTE. The ICAC Task Force will then be responsible for all required reporting to OJJDP.

K. TRAINING

1. The RIVERSIDE POLICE DEPARTMENTE 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 RIVERSIDE POLICE DEPARTMENTE 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.

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Internet Crimes Against Children Task Force Program

OPERATIONAL AND INVESTIGATIVE STANDARDS

ICAC Task Force Program Operational and Investigative Standards
FOR ICAC PURPOSES ONLY
Revised: November 1, 2023

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Definitions of Terms

Applicability of Terms

Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these *Standards*. As such, where any term defined below is capitalized in these *Standards*, the *Standards* are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these *Standards*, the *Standards* are referring to that term as it is used generally in the field of law enforcement. Additionally, the capitalized terms have been italicized to ease their recognition.

“**Affiliate**” or “**Affiliate Agency**” is an agency that is working with a *Lead Agency* as part of a regional or state ICAC *Task Force*. An *Affiliate* has agreed in writing to adhere to these *Standards*. For the purposes of the ICAC Program, federal and military law enforcement agencies are considered *Affiliates*.

“**Authorized Personnel**” are those who lack powers of arrest but have been authorized to participate in *Investigations* directed by law enforcement personnel (e.g., agency personnel, digital evidence experts, etc.).

“**Commander**” is the *Member* of a *Lead Agency* who has been designated by that *Lead Agency* and recognized by *OJJDP* as the leader of the corresponding *Task Force*.

“**CEOS**” is the Child Exploitation and Obscenity Section of the Criminal Division of the Department of Justice.

“**Contraband Image**” is a visual depiction of any kind (including computer generated) in any form (including live streaming) that depicts or conveys the impression that: (1) a minor or purported minor is engaged in *Sexually Explicit Activity*, or (2) an adult is engaging in *Sexually Explicit Activity* in the presence of a minor or purported minor.

“**CGI**” is a wholly computer-generated visual depiction in any form (including printed/digital or video).

“**Crime**” is any offense (or group thereof) *Investigated* by law enforcement that involves (or involve) the exploitation/victimization of children facilitated by technology.

“**CVIP**” is the Child Victim Identification Program operated by *NCMEC*.

“**CyberTipline**” is a reporting mechanism operated by *NCMEC* that allows for the reporting of suspected *Crimes*.

“**Deconfliction**” is a process whereby law enforcement can submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.

ICAC Task Force Program Operational and Investigative Standards

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“**DOJ**” is the United States Department of Justice.

“**Employee**” is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

“**Equipment**” is any article, device or resource, including but not limited to computers, phones, online accounts and internet services, which are purchased or obtained for use in ICAC-related matters.

“**ICAC Program**” or “**Program**” is the Internet Crimes Against Children Task Force Program, a national program composed of state and regional *Task Forces* administered by *OJJDP*.

“**Investigation**” is an investigation into a *Crime*. Likewise, “*Investigate*” “*Investigating*” and “*Investigative*” are used within the same context.

“**Investigative Persona**” – any identity established or created by an *Employee* to aid an *Investigation*.

“**Investigator**” is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.

“**Lead**” or “**Lead Agency**” is the law enforcement agency that receives the ICAC grant and is designated by *OJJDP* to act as the *Lead Agency* for the corresponding *Task Force*.

“**Member**” is a *Lead* or *Affiliate Agency’s Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.

“**National Initiative**” is any proposal that relies on the cooperation and resources of a significant number of *Task Forces* and, accordingly, has been approved by *OJJDP*.

“**NCMEC**” is the National Center for Missing and Exploited Children.

“**OJJDP**” is the Office of Juvenile Justice and Delinquency Prevention within the *DOJ*.

“**Partner**” is a civilian or non-sworn organization that *OJJDP* has recognized as a legitimate source of assistance.

“**Sexually Explicit Activity**” is real or simulated:

1. Sexual intercourse of any kind;
2. Masturbation;
3. Sadistic/masochistic conduct; and/or,
4. Lascivious exhibition of the anus, breast, genitals, or pubic area of any person.

ICAC Task Force Program Operational and Investigative Standards

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“**Supervisor**” is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.

“**Standards**” are all of the provisions of these, the ICAC Operational and Investigative Standards.

“**Sworn Personnel**” are *Members* with powers of arrest.

“**Task Force**” is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by *OJJDP* for a particular state or region.

“**Vigilante**” – is a non-*Partner* activist or activist organization engaged in investigative tactics or other law enforcement-like activities.

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1. Purpose of the ICAC Standards

These *Standards* are established by *OJJDP* to guide the administration and operation of the *ICAC Program* and its *Members* when working on ICAC-related *Investigations* and matters.

Members should make every reasonable effort to comply with these *Standards*. However, since many aspects of *Investigations* are dynamic and because laws vary widely between jurisdictions, it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these *Standards* may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the *Standards* and statutes, decisional law, and court orders; et cetera).

Commanders may supplement, but not contradict, these *Standards* in the written agreements they establish with their *Affiliates* to promote the effective operation of their *Task Forces*. Should questions regarding the interpretation of these *Standards* arise or conflicts occur between these *Standards* and agency policies or law, the *Commander* faced with the issue shall seek the guidance of an *OJJDP* Program Manager. However, nothing in these *Standards* is meant to interfere with a *Commander's* or *Supervisor's* lawful tactical decision-making.

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2. ICAC National Program

2.1 Mission of the ICAC Program

The Internet Crimes Against Children (ICAC) Task Force Program helps state, local, and Tribal law enforcement agencies, and their federal and military partners, develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and *Investigative* components, training and technical assistance, victim services, *Members'* wellness, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The *ICAC Program* is a national network of 61 coordinated task forces representing more than 5,200¹ federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (*Contraband Images*), the *ICAC Program* has increased law enforcement's capacity to combat technology-facilitated crimes against children at every level.

Because arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the *ICAC Program* is also dedicated to training law enforcement personnel, prosecutors and other professionals working in the ICAC field, as well as educating parents, youth, and the community about the potential dangers of online activity including online child victimization. Additional information about the *ICAC Program* can be found on the *OJJDP* website: <https://ojjdp.ojp.gov/programs/internet-crimes-against-children-task-force-program>

¹ As of February 1, 2023.

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3. Oversight of the ICAC Program

- 3.1 The oversight of the *ICAC Program* and the administration of ICAC grants or cooperative agreements are the responsibility of *OJJDP*. The oversight of each *Task Force* falls to its *Commander*. The oversight of each agency, both *Lead* and *Affiliate*, falls to its designated *Supervisor*.
- 3.2 *Commanders* and *Supervisors* shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these *Standards*.
- 3.3 *Commanders* shall ensure that each *Member* in his/her *Lead Agency* and each *Supervisor* of an *Affiliate Agency* receives a copy of the *Standards*.
- 3.3.1 *Supervisors* shall ensure that each *Member* in his/her *Affiliate Agency* receives a copy of the *Standards* but shall have the discretion to provide *Members* with only the Sections of the *Standards* applicable to their job functions.
- 3.4 *Commanders* shall submit all proposed *National Initiatives* to *OJJDP* no less than 90 days prior to the start of the project.
- 3.4.1 *OJJDP* may suggest amendments to the original proposal following consultation with the presenting *Commander* and, as appropriate, other federal, state, and local entities.
- 3.5 *Supervisors* shall inform their *Members* about departmental employee assistance programs and *Task Force* resources available to them.

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4. Selection and Retention of Task Force Members

- 4.1 When practicable during the selection process of *Members*, *Commanders* and *Supervisors* shall evaluate prospective candidates for work histories that indicate prior *Investigative* experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that *Members* may experience when exposed to *Contraband Images*.
- 4.2 *Commanders* and *Supervisors* shall acknowledge the potential effects of *Investigations* of and exposure to *Contraband Images* and recognize that the viewing of *Contraband Images* should be restricted. The following techniques are examples that have helped mitigate some of the potential negative effects of this work and may aid with the retention of *Members*:
1. **Work flexibility** - *Commanders* and *Supervisors* are encouraged to allow flexibility for *Investigators* and others who are exposed to *Contraband Images* (e.g., frequent breaks, having an open-door policy, etc.).
 2. **Exposure to *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to implement practices which minimize the exposure to *Contraband Images* by *Members*.
 3. **Mental Health Providers (MHP)** - In compliance with their agency guidelines, *Commanders* and *Supervisors* are encouraged to work with MHP to make recommendations for care of *Members* and to provide education and training designed to minimize the impact of exposure to *Contraband Images*.
 4. **Impact of *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to share or pursue practices for minimization of the impact of *Contraband Images* and to promote attendance at trainings regarding methods used to minimize said impact.
- 4.3 *Commanders* and *Supervisors* shall recognize that ICAC *Investigations* typically focus on child sex offenders who have committed serious state or federal crimes and due to this life-changing event, the impact on these offenders can result in a violent response to authorities.²

² FBI's Investigation Behavioral Analysis Unit's *Operational Safety Considerations While Investigating Child Sex Offenders, A Handbook for Law Enforcement*, Volume 1, March 2012.

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5. Training

Ensuring that personnel are well-trained in conducting effective *Investigations* in a manner consistent with applicable laws is integral to the *ICAC Program*.

- 5.1 All national training curricula supported by *ICAC Program* resources shall be conducted consistent with the *Standards* and shall be approved by *OJJDP*.
- 5.2 *Commanders* shall ensure that nominees to attend any *ICAC Program*-sponsored national in-person training event are current *Members*.
- 5.3 *Commanders* may allow non-*Members* of *Affiliate Agencies* whose jobs further the mission of the *ICAC Program* (e.g., patrol and school resource officers) to attend *ICAC Program*-sponsored national online training.
- 5.4 Individual *Task Forces* may develop and deliver *Task Force* specific training. This training shall comply with the *Standards* and shall be approved by the *Commander*. All costs to develop and deliver the training shall be the responsibility of the *Task Force* or *Affiliate* providing the training.
- 5.5 *Commanders* may authorize *Member* attendance at non-*ICAC Program*-sponsored training, provided it complies with the *Standards* and supports the *ICAC* mission.

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6. Case and Evidence Management

- 6.1 *Commanders* and *Supervisors* are responsible for determining *Investigative* priorities and selecting cases for *Investigation* in their respective agencies. Those determinations may include an assessment of factors such as, e.g., jurisdiction, agency resources, victim risk, background knowledge, and the likelihood of securing the information necessary to pursue each *Investigation*.
- 6.2 Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of *Lead* and/or *Affiliate Agencies* targeting other law enforcement personnel, *Investigating* the same target, or inadvertently disrupting an ongoing *Investigation*. To foster effective case coordination, collaboration, and communication, each *Member* shall make a reasonable effort to *Deconflict* active *Investigations*.
- 6.3 *Lead* and *Affiliate Agencies* shall be subject to their *Task Force*'s and respective agency's reporting procedures and case supervision systems.
- 6.4 The storage and examination of digital devices shall be performed consistent with the subject agency's protocol.
- 6.5 Law enforcement transfers and storage of evidence containing *Contraband Images* shall be done in a secure manner consistent with the respective *Task Force* and agency policies.
- 6.5.1 Absent a court order specifically ordering otherwise, evidence containing *Contraband Images* shall not be released to any defendant or representative thereof.
- 6.6 When case referrals are made, the *Member* issuing the referral shall document the recipient's contact information.
- 6.6.1 *Commanders* or their designees may refer cases to non-*Affiliate* law enforcement agencies with appropriate jurisdiction.
- 6.7 Case referrals typically include the following information:
1. An explanation for the referral (e.g., IP address resolved to the receiving jurisdiction, *Affiliate* has agreed to take the case, etc.);
 2. Relevant documentation (e.g., reports, legal process documents, etc.); and,
 3. Information that may aid in the continued *Investigation* of the matter.

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7. Task Force Reporting Requirements to OJJDP

- 7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.
- 7.2 *Commanders* shall compile and submit a Task Force Monthly Performance Measures Report to the *OJJDP*-designated location before the end of the following calendar month.
- 7.2.1 *Affiliates* shall report their activity to their respective *Commander* by the 10th of each month using the ICAC Monthly Performance Measures Report.
- 7.2.2 *Affiliates* shall report to their respective *Commander* both any ICAC personnel changes involving *Members* within their respective agency and any inability to fulfill their ICAC responsibilities or otherwise adhere to these *Standards*.
- 7.3 *Commanders* shall compile and submit an annual report which details each of their *Affiliates*. This annual report shall be submitted within 30 days of the end of the calendar year. The report shall be submitted in a method determined by *OJJDP* and shall include the following information:
- 7.3.1 The name of each *Affiliate Agency*.
- 7.3.2 The staffing level of each *Affiliate Agency*, including the number of *Investigators*, prosecutors, education specialists, and forensic specialists dedicated to *Investigating* and prosecuting *Crime*.

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8. Investigations

8.1 *Members* shall conduct *Investigations* in a manner consistent with applicable laws and these *Standards*.

8.2 Only law enforcement personnel shall direct *Investigations*.

8.3 *Authorized Personnel* acting under the direction and supervision of *law enforcement* may participate in *Investigations*.

8.4 *Members* shall not collaborate with *Vigilantes*. Further *Members* shall not approve, condone, encourage, or promote *Vigilante's* activities.

8.4.1 The above Section (8.4) shall not preclude the use of information related to a *Crime* provided by civilians who discover evidence of *Crimes* (e.g., those who make CyberTip Reports, those who are mandated reporters, computer repair workers who report suspicious data, parents, etc.).

8.4.2 The above Section (8.4) shall not preclude the use of authorized over-hears or other similar *Investigative* methods designed to further an *Investigation*.

8.5 *Investigations* shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the *Supervisor*.

8.5.1 The access, retention, storage, security, and disposal of *Investigative* or case information shall be consistent with the subject agency's policies and federal and state law regarding same. See also Section 6 on Case and Evidence Management.

8.6 As part of an active *Investigation*, *Members* shall not upload, transmit, or forward any *Contraband Images* to those outside their respective agency (e.g., suspects, witnesses, ESPs, etc.), except where otherwise permitted by law (e.g., to sworn personnel, to *NCMEC* employees, etc.).

8.7 During active *Investigations*, *Members* may use visual depictions as a representation of any *Investigative Persona*/person/purported person or as proof-of-life evidence under two circumstances, only:

First, when the following factors are met:

1. The visual depiction (whether or not modified to suit *Investigative* needs by, e.g., age regression) is of an actual person;
2. That person is an *Employee*;

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3. The *Employee* has given his or her written consent for the visual depiction to be used;
4. Regardless of whether or not the *Employee* was a minor when the visual depiction was taken, the *Employee* nevertheless was at least 18 years old when the *Employee* gave consent for such use; and,
5. The visual depiction does not depict or convey the impression of *Sexually Explicit Activity*.

Second, when the visual depiction is *CGI* and does not depict or convey the impression of *Sexually Explicit Activity*.

- 8.8 Notwithstanding these *Standards*, a federal or federally-approved *Member* (e.g., a FBI/HSI agent, or a FBI/HSI Task Force Officer) may use a visual depiction that does not meet the requirements of Section 8.7 if those visual depictions were authorized for use by the FBI or HSI per that respective federal agency's guidelines so long as those guidelines are followed.
- 8.9 Absent prosecutorial input to the contrary, during online *Investigations*, *Investigators* shall allow the *Investigative* target to set the tone, pace, and subject matter of the online conversation.
 - 8.9.1 Section 8.9 shall not be construed to prohibit *Investigators* from performing any of the following activities when initiating or conducting an *Investigation*: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence; (b) placing or posting advertisements; or, (c) sending messages.
 - 8.9.2 *Members* shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and shall confer with prosecutors, as needed.
 - 8.9.3 Prior to conducting any large-scale (multi-target) operations, *Members* shall notify the *Commander* and shall consult relevant prosecutors about the operation.

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9. Work Environment and Equipment

- 9.1 *Investigations* shall be conducted in an approved work environment, using approved *Equipment*, as designated by a *Commander* or *Supervisor*.
- 9.2 *Commanders* and *Supervisors* are encouraged to provide a work environment that provides for discreet and sensitive *Investigations* while simultaneously minimizing chances of inadvertent or unnecessary exposure to *Contraband Images*.
- 9.3 *Members* shall have priority in using *Equipment*, but *Commanders* may, nonetheless, allow other personnel within *Lead* and *Affiliate Agencies* to use the *Equipment*, provided said *Equipment* is used in accordance with the subject agency's policies.
- 9.4 When practicable, *Equipment* which may be used in undercover aspects of an *Investigation* shall be purchased covertly.
- 9.5 No personally-owned equipment, accounts or networks shall be used in *Investigations*.
- 9.6 Software shall be properly acquired and licensed.

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10. Victim Identification

10.1 Identifying child victims of *Crime* is a critical element of the *ICAC Program*. *DOJ* and *OJJDP* require the *Lead* and *Affiliate Agencies* to submit *Contraband Images* to *CVIP* as a means to improve child victim identification. *Contraband Images* shall be sent to *CVIP* pursuant to *NCMEC*'s standards regarding same. In addition, *Lead* and *Affiliate Agencies* are encouraged to collaborate with *NCMEC* in their effort to identify children depicted in *Contraband Images*.

10.1.1 Notwithstanding Section 10.1, some circumstances may arise (e.g., office policy, victim privacy concerns, victims' rights laws, etc.) where a *Commander* or *Supervisor* chooses not to send certain *Contraband Images* to *CVIP*. In these instances, the subject *Commander* or *Supervisor* shall document his/her reasons for doing so.

10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

10.3 *Lead* and *Affiliate Agencies* shall adhere to local, state, and federal laws, as well as their agency's policies regarding mandated reporting, victim notification, and victim assistance.

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11. Public Awareness and Community Outreach

- 11.1 Public awareness activities and community outreach are a critical component of the *ICAC Program*. *Lead* and *Affiliate Agencies* shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.
- 11.2 Social media can be used to promote educational awareness as long as it is consistent with all agency policy and these *Standards*.
- 11.3 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not include any visual depiction of a victim unless the victim has consented to its use and the victim is currently at least 18 years of age. No *Contraband Image* shall be used in these presentations, nor shall a presenter discuss confidential *Investigative* tools and techniques.
- 11.4 No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*. While making public presentations, *Members* may indicate a preference for a product or service, but, when done, shall avoid an implicit endorsement and shall include alternatives in the presentation.
- 11.5 Materials and presentations shall be consistent with the *ICAC Program's* mission and background, as enumerated in these *Standards*.

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12. Media Relations and Media Releases

- 12.1 Media releases relating to prosecutions, *Crime* alerts, or other matters concerning ICAC operations shall not include information regarding *Investigative* techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject *Investigations*, in a manner consistent with sound information management and sound media relations practices.
- 12.2 *Commanders* and *Supervisors* may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*.
- 12.3 *Commanders* shall inform their respective *OJJDP* Program Manager if approached by national media outlets about the *ICAC Program* (as opposed to media seeking information from a particular *Task Force* about its local activities) so that a coordinated national response can be prepared by *OJJDP*.
- 12.4 Information provided by *Task Forces* to the media shall be consistent with the *ICAC Program's* mission and background, as described in these *Standards*.

End of ICAC Standards