

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.52
(ID # 7660)

MEETING DATE:

Tuesday, August 28, 2018

FROM : PROBATION:

SUBJECT: PROBATION: Approval of the Memorandum of Understanding between the County of Riverside, on behalf of its Probation Department, and the Federal Bureau of Investigation for the Inland Regional Child Exploitation Task Force participation.
DISTRICTS - ALL; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding between the Federal Bureau of Investigation and the County of Riverside for the Inland Regional Child Exploitation Task Force participation; and
2. Authorize the Chief Probation Officer to execute the Memorandum of Understanding on behalf of the County of Riverside, its Probation Department, and any amendments that do not change the substantive terms of the Memorandum of Understanding as approved by County Counsel.

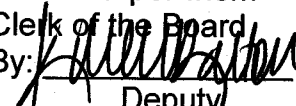
ACTION:


Mark A. Hake, Chief Probation Officer 7/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: Probation

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of the Memorandum of Understanding (MOU) between the County of Riverside, on behalf of its Probation Department (Probation), and the Federal Bureau of Investigation (FBI) is to delineate the responsibilities of the day-to-day operational and investigative matters pertaining to the Inland Regional Child Exploitation Task Force (CETF).

CETF's mission is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

Probation is requesting approval of the attached MOU, as it would benefit from participation in this joint task force by maximizing interagency cooperation and formalizing relationships between both agencies for policy guidance, planning, and public and media relations. Such participation would allow Probation access to training and equipment provided by the federal government, which would aid in learning updated techniques utilized by perpetrators on victims and investigating complex cases, in an effort to hold perpetrators accountable at a federal level. Additionally, public service education would be provided to children and parents to assist in the prevention of future crimes.

The Memorandum of Understanding has been approved by County Counsel as to legal form.

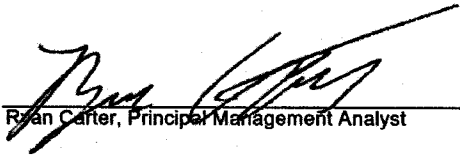
Impact on Residents and Businesses

Probation's mission is "Serving Courts, Protecting our Community, and Changing Lives." Probation is proposing to continue seeking valuable services and programs, in order to improve success rates and provide for the safety, and well-being of county residents.

ATTACHMENTS:

Federal Bureau of Investigation Child Exploitation Task Force MOU

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Ryan Carter, Principal Management Analyst 8/21/2018

FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION TASK FORCE (CETF)
Memorandum of Understanding (MOU)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":
 - a. Federal Bureau of Investigation (FBI)
 - b. County of Riverside on behalf of its Probation Department
 - c. _____
 - d. _____

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Inland Regional Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. The MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

MISSION

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

SUPERVISION AND CONTROL

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the Los Angeles Division of the FBI and/or their designee.
6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.
7. For the purposes of this MOU, a CETF member is considered full-time when that member is primarily assigned duties aligned with the defined priority threats that are dedicated to the mission of the CETF on a full-time basis. On a case-by-case basis, SSAs may authorize CETF members to temporarily support other priority FBI matters as necessary.

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Child Exploitation Task Force
Memorandum Of Understanding (2012)

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8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
 - a. **Child Abductions**
 - Non-ransom child abductions
 - Domestic parental kidnapping
 - b. **Sexual Exploitation of Children Enterprises**
 - Domestic Child Prostitution
 - Online Networks and Enterprises
 - c. **Contact Offenses Against Children**
 - Domestic travel with intent to engage in illegal sexual activity with a minor
 - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
 - Production of Child Pornography
 - Coercion/enticement of a minor
 - d. **Trafficking of Child Pornography**
 - Mass Distribution of Child Pornography
 - Possession of Child Pornography
 - e. **International Parental Kidnapping**
 - International Parental Kidnapping
 - f. **Other Crimes Against Children**
 - All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

RESOURCE CONTROL

14. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

16. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

18. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
19. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

DURATION

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
22. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a

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withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CETF participation.

MODIFICATIONS

- 24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
- 25. Participating Agencies and their assignees are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
- 26. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

SIGNATORIES (to be signed by individual field office SAC)



 Print Name: Voviette Morgan
 Title: SAC
 Organization: FBI
 Date: 11/02/2018


 Print Name: Mark A. Hake
 Title: Chief Probation Officer
 Organization: County of Riverside on behalf of its Probation Department
 Date: 9-11-18

 Print Name:
 Title:
 Organization:
 Date:

 Print Name:
 Title:
 Organization:
 Date:

 Print Name:
 Title: Program Manager
 Organization: FBI/CID
 Date:

FORM APPROVED COUNTY COUNSEL
 BY:  SUSANNA N. OH
 DATE: 7/20/18