

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



ITEM
3.22
(ID # 7603)

MEETING DATE:

Tuesday, September 11, 2018

FROM : PROBATION:

SUBJECT: PROBATION: Approval of the Memorandum of Understanding between the County of Riverside, on behalf of its Probation Department, and the City of San Diego, on behalf of the San Diego Police Department, for the Internet Crimes Against Children Task Force Program; Districts - ALL; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding between the County of Riverside (the "County"), on behalf of its Probation Department, and the City of San Diego, on behalf of the San Diego Police Department for the Internet Crimes Against Children Task Force Program;
2. Authorize the Chairman of the Board to execute the Memorandum of Understanding on behalf of the County; and
3. Authorize the Chief Probation Officer, or his designees, to take all actions necessary to administer the Memorandum of Understanding and execute amendments to this Memorandum of Understanding that do not substantively change its terms, as approved by County Counsel.

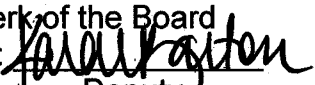
ACTION: Policy


Mark A. Hake, Chief Probation Officer 8/9/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: September 11, 2018
xc: Probation

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy
3.22

**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 San Diego Police Department (SDPD) is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention Grant to enforce laws regarding Internet crimes against children (San Diego ICAC Task Force), and SDPD utilizes this grant to administer and operate the San Diego ICAC Task Force. The Riverside County Probation Department (Probation), SDPD, and the San Diego ICAC Task Force wish to formalize a working relationship, as well as delineate the responsibilities and expectations of the relevant parties.

The ICAC program assists state and local law enforcement agencies develop an effective response to cyber enticement and child pornography cases. The San Diego ICAC Task Force mission is to train and provide equipment to sworn Probation law enforcement personnel to properly investigate and prosecute those who sexually exploit children through use of the internet.

Probation will benefit from grant resources, joint operations, and extensive training opportunities by joining the San Diego ICAC Task Force and the San Diego ICAC Task Force will benefit the investigative support from Probation.

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

ICAC Task Force Memorandum of Understanding

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



Ryan Carter, Principal Management Analyst 9/4/2018



MEMORANDUM OF UNDERSTANDING
Between

San Diego Police Department
INTERNET CRIMES AGAINST CHILDREN TASK FORCE

and

Riverside County Probation Department

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

This Memorandum of Understanding (MOU) is entered into by the **City of San Diego, on behalf of the San Diego Police Department (SDPD)**, and the **County of Riverside, on behalf of the Riverside County Probation Department (PROBATION)**, referred to in this MOU as the parties.

A. OVERVIEW / MISSION STATEMENT

1. OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.
2. The mission of the San Diego ICAC Task Force therefore is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those

involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC related crimes.

B. PURPOSE

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

C. INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other San Diego ICAC Task Force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (the "ICAC Standards"), to which PROBATION agrees to be bound (attached). Violation of the ICAC Standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

D. Riverside County Probation Department agrees to the following:

1. Only sworn PROBATION law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the ICAC Task Force for deconfliction.
2. Conduct reactive investigations where subjects are associated with in PROBATION's jurisdiction, including investigations of child pornography, CyberTipline (as defined in the ICAC Standards) referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from other sources, including subject interviews, documented public sources, direct observations of suspicious behavior, and public complaints.
3. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the San Diego Police ICAC Task Force Unit Commander.
4. Provide the San Diego ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with the ICAC standards.
5. Locate its ICAC investigators in secured space provided by Riverside County Sexual Assault Felony Enforcement (SAFE) Task Force with controlled access to all equipment, software, and investigative files. At a minimum, information should

be maintained in locked cabinets and under control of Riverside County SAFE Office ICAC Task Force personnel, with restricted access to authorized personnel only.

6. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

E. SUPERVISION

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

F. JURISDICTION

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

G. EVIDENCE

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

H. LIABILITY

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

Each PARTY to this MOU hereby agrees to defend and indemnify the other PARTIES to this MOU, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this MOU. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this MOU. PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Concurrent Acts or Omissions

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

3. Joint Defense

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

4. Reimbursement and/or Reallocation

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

I. REPORTING REQUIREMENTS

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

J. TRAINING

1. PROBATION shall make investigators designated as Task Force members available for specialized training provided through the national ICAC program and other recommended training programs. The ICAC Task Force Unit Commander will review and pre-approve training requests, provided that funding is available and the request is appropriate
2. PROBATION 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 US General Service Administration Domestic Per Diem Rates.

K. CONFIDENTIALITY

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

L. ENTIRE AGREEMENT

This MOU, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This MOU may be changed or modified only by a written amendment signed by authorized representatives of both parties.

M. GOVERNING LAW/VENUE

This MOU shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California Located in Riverside, California, and the parties wave any provision of law providing for a change of venue to another location. In the event any provision in the MOU is held by the court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

N. EFFECTIVE DATE

This MOU shall be effective on September 11, 2018 and continue until such time as federal funding for the Grant ends or the MOU is canceled or terminated by either party upon written notice delivered to the other party through its respective agency director; provided, however, that this MOU shall not exceed five years.

Entered into this 11th day of September, 2018.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.




Chuck Washington, Chairman
Riverside County Board of Supervisors

Attest:
Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

Approved as to form:
Gregory P. Priamos
County Counsel

By: 

Susanna Oh,
Deputy County Counsel



David Nisleit, Chief of Police
City of San Diego



Mayor or designee, City of San Diego

Approved as to form:
Mara Elliott, City Attorney



By Deputy City Attorney

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Internet Crimes Against Children Program

OPERATIONAL AND INVESTIGATIVE STANDARDS

ICAC Program Operational and Investigative Standards
FOR ICAC PURPOSES ONLY
Revised Update: September 12, 2017
Page 1 of 17

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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.

“**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.

“**Authorized Personnel**” are Members who themselves lack powers of arrest but have been authorized by their respective agency to participate in Investigations and are being supervised by Sworn Personnel.

“**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 DOJ.

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

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

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

“**Deconflict**” is a process whereby Members are able to 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.

“**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.

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

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

“**Images**” are visual depictions in any form (image or video/printed or digital) of child sexual exploitation as defined by federal and/or state statute.

“**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.

“**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 its Affiliate(s) (combined) as designated by OJJDP for a particular state or region.

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1. Purpose of the ICAC Standards

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

ICAC Members should make every reasonable effort to comply with these Standards. However, since many aspects of Investigations are dynamic and laws vary widely between jurisdictions – their genesis; methods for their evidentiary pursuit; and their application within court – 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).

Should questions regarding the interpretation of these Standards arise or conflicts occur between these Standards and agency policies or law, the subject 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.

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.

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2. ICAC National Program

2.1 Mission of the ICAC Program

The Internet Crimes Against Children Task Force Program (ICAC) helps state and local law enforcement agencies 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, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children Program (ICAC) is a national network of 61 coordinated task forces representing more than 3,500 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 (Images), The ICAC Program has increased law enforcement’s capacity to combat technology facilitated crimes against children at every level.

The ICAC Program was developed 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.

Because ICAC Members understand that arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity.

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3. Oversight of the ICAC Program

3.1 The oversight of the ICAC Task Force Program and the administration of ICAC grants is 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 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.

3.4 Commanders shall submit all proposed National Initiatives to OJJDP 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 or Task Force employee assistance programs and services 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 Images.

4.2 Commanders and Supervisors shall acknowledge the potential effects of Investigations and exposure to Images. When practicable, they shall attempt to mitigate the potential effects of the work using, for example, the following techniques:

- *Work environment considerations* – Commanders and Supervisors are encouraged to provide a physical location for the work environment that allows the Investigator to conduct discreet Investigations.
- *Work flexibility* – Commanders and Supervisors are encouraged to allow flexibility for Investigators and others who are exposed to Images (e.g., frequent breaks, having an open-door policy, etc.).
- *Educating colleagues* – Commanders and Supervisors are encouraged to teach their colleagues that the viewing of Images is serious and restricted.
- *Work with 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 Images.
- *Training* -- Commanders and Supervisors are encouraged to share or seek out best practices for minimization of the impact of Images and to promote attendance at trainings regarding methods used to minimize said impact.

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5. Training

5.1 Carefully-managed Investigations conducted by well-trained Investigators are among the most effective techniques available to law enforcement for addressing Crime.

5.2 All national training curricula supported by ICAC resources shall be conducted consistent with the Standards and shall be approved by OJJDP.

5.3 Commanders shall ensure that nominees to attend any ICAC-sponsored national in-person training are current Members.

5.4 Task Forces may develop and deliver Task Force 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 Task Force training.

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6. Case Management

6.1 Commanders and Supervisors are responsible for determining Investigative priorities and selecting cases for Investigation in their respective agencies. Those determinations shall include an assessment of victim risk, jurisdiction, known offender behavioral characteristics, 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 every effort to Deconflict all active Investigations.

6.3 Lead and Affiliate Agencies shall be subject to their respective agency's incident reporting procedures and case supervision systems. At a minimum, a unique identifier shall be assigned to each case.

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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.

7.3 Commanders shall compile and submit an annual report which details each of their Affiliates. 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 including the number of Investigators, prosecutors, education specialists, and forensic specialists dedicated to Investigating and prosecuting Crime.

7.3.3 This ongoing annual report shall be submitted within 30 days of the end of the calendar year.

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8. Investigations

8.1 Investigations shall be conducted in a manner consistent with applicable laws and constitutional requirements.

8.2 Only Sworn Personnel shall conduct Investigations.

8.2.1 Authorized Personnel acting under the direction and supervision of Sworn Personnel may participate in Investigations.

8.2.2 Members shall not approve, condone, encourage, or promote cyber-vigilanteism by private citizens. As such, Members shall not use unauthorized private citizens to proactively seek out Investigative targets.

8.2.3 The above section (8.2.2) shall not preclude the use of information related to a Crime provided by victims or public citizens who discover evidence (e.g., CyberTip reports, mandated reports from professionals, computer repair shop complaints, parental complaints, et cetera). Nor does it preclude the use of authorized over-hears or other similar investigative methods designed to further an Investigation.

8.3 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.

8.3.1 The 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.

8.3.2 Access to Investigative case files shall be restricted to Authorized Personnel.

8.4 Members shall not electronically upload, transmit, or forward any Images.

8.4.1 Section 8.4 shall not prohibit the transfer of evidence between Investigators as provided for by sections 8.9 and 8.10 of these Standards nor shall it prohibit the submission of Images to CVIP as provided for by section 10.1 of these Standards.

8.5 Visual depictions of any identifiable person used to represent an investigative persona or any identifiable minor, shall be only those of an Employee who has given his or her written consent and only if that Employee was at least 18 years old at the time of consent. Further, the depictions themselves may be of that Employee under the age of 18.

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8.6 Absent prosecutorial input to the contrary, during online dialogue, officers shall allow the Investigative target to set the tone, pace, and subject matter of the online conversation

8.6.1 The above section (8.6) 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 advertisements or posts, or (c) sending messages.

8.6.2 Members shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and should confer with relevant prosecutors for legal consultation, as needed.

8.6.3 Members planning large-scale (multi-target) operations shall advise the Commander and shall consult relevant prosecutors regarding the operation.

8.7 The examination of digital storage devices shall be performed consistent with the subject agency's protocol.

8.8 Images shall be maintained pursuant to the subject agency's policy.

8.8.1 Absent a court order specifically ordering otherwise, evidence containing Images shall not be released to any defendant or representative thereof.

8.9 Absent exigent circumstances, all Members' case referrals between jurisdictions shall include:

- Notification to and acceptance by the Commander(s) of both jurisdictions that are involved in the referral;
- A secure (i.e., digitally-protected) copy of the case file;
- An official Investigative report or affidavit containing case details; and,
- Documentation, preferably the original, of all legal process conducted and all compliance with same, especially those documents related to the issue of jurisdiction and identification of suspect(s).

8.10 The transfer of evidence containing Images among law enforcement shall be done in a secure manner.

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9. Work Environment

9.1 ICAC Equipment shall be reserved for the exclusive use of its Members, and shall be used in accordance with their respective agency's policies.

9.2 When practicable, Equipment which might be used in undercover aspects of an Investigation shall be purchased covertly.

9.3 No personally-owned Equipment shall be used in Investigations.

9.4 Software shall be properly acquired and licensed.

9.5 Investigations shall be conducted in an approved work environment as designated by a Commander or Supervisor.

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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 Agencies and Affiliates to submit Images to CVIP as a means to improve child victim identification. Absent exigent circumstances, Images shall be sent to CVIP pursuant to NCMEC's standards regarding same. In addition, Lead Agencies and Affiliates are encouraged to collaborate with NCMEC in their effort to identify children depicted in Images.

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 Agencies and Affiliates shall adhere to local, state, and federal laws 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 ICAC. 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 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not depict identifiable victims nor shall they use pornographic or sexually explicit images. Presenters shall not discuss confidential Investigative techniques.

11.3 Members shall not endorse any product or service without the express written consent of an OJJDP Program Manager. While making public presentations, Members may indicate a preference for a product or service, but, where done, shall avoid an implicit endorsement and shall include alternatives in the presentation.

11.4 Materials and presentations shall be consistent with ICAC's mission and background, as enumerated in Section 2 of 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 confidential 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 may speak on behalf of the national ICAC Program without the express written consent of OJJDP.

12.3 Commanders shall inform their OJJDP Program Manager if approached by national media outlets about the national ICAC Program (as opposed to media seeking information about 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 ICAC's mission and background, as described in Section 2 of these Standards.

End of ICAC Standards