

MEMORANDUM OF UNDERSTANDING FOR THE SACRAMENTO INTERNET CRIMES AGAINST CHILDREN TASK FORCE

I. PARTIES

The Sacramento Internet Crimes Against Children (Sacramento ICAC) Task Force is a partially grant-funded, multi-agency endeavor. Grant funding comes from the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

This Memorandum of Understanding (MOU) is entered into by and between the following agencies:

Winters Police Department and the Sacramento County Sheriff's Department

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating agencies.

II. MISSION

The mission of the Sacramento ICAC Task Force is to apprehend and prosecute Internet sexual predators who exploit children through the use of computers. The Task Force will investigate crimes involving Internet sexual predators. The Task Force will produce high-quality investigations leading to successful prosecutions of Internet sexual predators. The Task Force shall participate in community education efforts regarding the prevention of Internet Crimes Against Children. The Task Force will provide funding for investigative training and equipment to employees of member-agencies outside Sacramento County within annual budget capabilities. Within Sacramento County, Task Force members are prepared to respond on short notice to assist law enforcement agencies, subject to availability.

III. PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Sacramento ICAC Task Force, maximize inter-agency cooperation, and formalize relationships between member-agencies. The Task Force will investigate suspects who utilize the Internet to seek children as sexual partners and/or who traffic in child pornography. Specific ICAC crimes include Internet sexual exploitation of a minor and luring a minor for sexual exploitation as described in, but not limited to, the following statutes: California Penal Code Sections 266j, 269(a), 664/288, 288.2(a), 288.2(b), 288(a), 288(b), 288(c), 664/288, 290, 311.10, 311.11(a), 311.1(a), 311.2(b), 311.2(d), 311.3(a), 311.4(a), 311.4(b), 311.4(c), 647.6(a), 647(k)(2), 653f(c), 1203.2, and 3056; Federal statutes 2252(a)(4), 2252(a)(5), 2252(a)(1), 2252(a)(2), 2252A(a)(3), 2252A(a)(4), 2251(a), 2251(b), 2251(c), 2421, 2422(a), 2422(b), 2423(a), 2423(b), 2425, 2241, and 1201(a)(1) and under Federal law, sexual exploitation of children is described in Title 18, Chapter 110. This MOU does not prohibit the investigation of other Internet crimes against children.

IV. ORGANIZATIONAL STRUCTURE/DIRECTION

The Sacramento ICAC Task Force includes investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance subject to availability.

All participants acknowledge that the Task Force is a joint operation in which all agencies act as partners. The chain of command and supervision of the Sacramento Sheriff's Department and Sacramento Valley High Technology Crimes Task Force (SVHTCTF) is responsible for the policy and general direction of the Task Force. The Task Force supervisor will periodically contact supervisors, investigators, and prosecutors from other participating agencies to keep them informed of training opportunities, unusual circumstances, problems and successes of the Task Force.

Activities of the ICAC Task Force are further governed by the Operational and Investigative standards of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention. The document describing the Operational and Investigative Standards contains confidential information not for public release. Member agencies must understand and comply with the standards. The standards are proprietary to the ICAC Board. Release of the standards is protected because release will likely jeopardize ongoing investigations.

V. SUPERVISION

The day-to-day operational supervision of sworn personnel and administrative control of the Task Force is the responsibility of the ICAC Task Force Sergeant, assigned to the SVHTCTF. The supervisor will work cooperatively with other supervisors and investigators from the participating agencies to keep them informed of Task Force issues and progress. Responsibility for the personal and professional conduct of Task Force members remains with the respective agencies, in keeping with each agencies' rules regarding conduct.

VI. INVESTIGATIONS

All Sacramento ICAC Task Force investigations will be conducted in a spirit of cooperation. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. 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. All ICAC investigations must follow the guidelines laid out in the "*ICAC Program Operational and Investigative Standards*," a copy of which will be provided to each participating agency.

VII. PROSECUTION

The criteria for determining whether to prosecute a particular violation in county, state or federal court will focus on achieving the greatest overall benefit to the public. Any question arising pertaining to jurisdiction will be resolved through discussions among the investigative and prosecutorial agencies having jurisdiction in the matter. When joint jurisdiction exists, this MOU does not preclude additional prosecution(s) in other jurisdictions.

VIII. MEDIA RELATIONS AND RELEASES

Media release information regarding joint Task Force operations will be coordinated and made jointly by all participant agencies. No unilateral press releases will be made by any participating agency without the prior notification and approval of the Sacramento ICAC. No information pertaining to the Task Force will be released to the media without the approval of participant agencies. Media releases shall not include information regarding specific investigative techniques.

All efforts will be made to protect undercover on-line identities. Member agencies will refrain from releasing the undercover on-line identity, age, or sex of investigators. Release of such information could jeopardize ongoing investigations where the same undercover name, age and sex are currently in use.

Here is an example of an information release involving an undercover on-line luring case:

Internet Sexual Predator Arrest – Sacramento ICAC Task Force
Tuesday, July 1, 2003, 1040 hours.
Arrested person: John Doe, w/m, 01/01/60 (booked)
Offense: Luring a minor for sexual exploitation

On Tuesday, July 01, 2003, unemployed suspect John Doe used the Internet on a computer at his home to arrange to meet a minor child for sex. He then traveled to a pre-arranged meeting location in North Phoenix where he was arrested at 1040 hours. A search warrant was served at Doe's home and evidence was seized.

IX. FUNDING FOR EQUIPMENT

Dedicated grant funds may be provided for equipment to be used in the course of investigations involving Internet crimes against children. The funds shall be distributed in a manner permitting agencies outside Sacramento Sheriff to equip law enforcement with tools that will improve the investigative process. Member agencies utilizing ICAC funds for equipment agree to conduct investigations of crimes against children as required within their jurisdictions. Specific crimes include but are not limited to, Internet sexual exploitation of a minor and luring a minor for sexual exploitation as described in, but not limited to, the following statutes: California Penal Code Sections 266j, 269(a), 664/288, 288.2(a), 288.2(b), 288(a), 288(b), 288(c), 664/288, 290, 311.10, 311.11(a), 311.1(a), 311.2(b), 311.2(d), 311.3(a), 311.4(a), 311.4(b), 311.4(c), 647.6(a), 647(k)(2), 653f(c), 1203.2, and 3056; Federal statutes 2252(a)(4), 2252(a)(5), 2252(a)(1), 2252(a)(2), 2252A(a)(3), 2252A(a)(4), 2251(a), 2251(b), 2251(c), 2421, 2422(a), 2422(b), 2423(a), 2423(b), 2425, 2241, and 1201(a)(1) and under Federal law, sexual exploitation of children is described in Title 18, Chapter 110. All equipment purchased under the ICAC grant remains the property of Sacramento ICAC and must be returned to Sacramento ICAC at either the conclusion of the grant or withdrawal of the participating agency from Sacramento ICAC.

X. FUNDING FOR TRAINING

Dedicated ICAC grant funds may be provided to finance training that would be useful in the investigation of Internet crimes against children. The funds shall be distributed in a manner that will permit various agencies outside Sacramento Sheriff to gain the knowledge and skills needed to investigate Internet crimes against children. Member agencies utilizing ICAC funds for training agree to conduct investigations of crimes against children as required within their jurisdictions. Specific ICAC crimes include Internet sexual exploitation of a minor and luring a minor for sexual exploitation as described in, but not limited to, the following statutes: California Penal Code Sections 266j, 269(a), 664/288, 288.2(a), 288.2(b), 288(a), 288(b), 288(c), 664/288, 290, 311.10, 311.11(a), 311.1(a), 311.2(b), 311.2(d), 311.3(a), 311.4(a), 311.4(b), 311.4(c), 647.6(a), 647(k)(2), 653f(c), 1203.2, and 3056; Federal statutes 2252(a)(4), 2252(a)(5), 2252(a)(1), 2252(a)(2), 2252A(a)(3), 2252A(a)(4), 2251(a), 2251(b), 2251(c), 2421, 2422(a), 2422(b), 2423(a), 2423(b), 2425, 2241, and 1201(a)(1) and under Federal law, sexual exploitation of children is described in Title 18, Chapter 110.

XI. LIABILITY

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

Sacramento Internet Crimes Against Children Task Force
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XII. DURATION AND TERMINATION

This MOU will be in effect beginning on the last date of signing listed below through June 30, 2020. Task Force member agencies may voluntarily withdraw participation at any time by providing written notice. Membership may be terminated by written notice of violation of ICAC operational and investigative standards.

Nothing in this MOU constitutes a grantor/sub-grantee relationship or recipient/sub-recipient relationship between the Sacramento Sheriff's Department and the Winters Police Department.



SCOTT R. JONES, SHERIFF
Sacramento County Sheriff's Department

Date: 6/20/2017



Agency Head Name: John P. Miller
Agency: Winters Police Department

Date: 6/9/2017

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