

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: November 17, 2017

CAO File No. 0130-01943-0024

Council File No. 12-1777-S1;

16-0978;

16-0978-S1

Council District: --

To: The Mayor and Council

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer



Reference: Board of Police Commissioners Transmittal dated October 31, 2017

Subject: **SUPPLEMENTAL FUNDING TO THE 2015 INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE CONTINUATION PROGRAM GRANT AWARD**

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### RECOMMENDATIONS

That the Council, subject to approval of the Mayor:

1. Authorize the Chief of Police, or his designee, to:
  - a. Accept the supplemental award of funds for the 2015 Internet Crimes Against Children (ICAC) Task Force Continuation Program in the amount of \$728,922, for the period of July 1, 2017 through September 30, 2018, from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP);
  - b. Negotiate and execute the Cooperative Agreement for the period of July 1, 2017 through September 30, 2018, for a total of \$728,922, subject to the review and approval of the City Attorney as to form;
  - c. Negotiate and execute either new agreements or to amend agreements with affiliate task force agencies as necessary, subject to the City Attorney approval as to form;
2. Authorize the Los Angeles Police Department (LAPD) to:
  - a. Spend up to the total supplemental grant amount of \$728,922 in accordance with the grant award agreement;
  - b. Submit grant reimbursement requests to the grantor and deposit grant receipts in Fund No. 339, Department No. 70;

- c. Appropriate \$728,922 to Appropriation Account No. 70M416 within Fund No. 339, Department No. 70, for disbursement of the 2015 ICAC Task Force Continuation Program;
  - d. Prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.
3. Authorize the Controller to:
- a. Increase the grant receivable in Fund No. 339 by the amount of \$728,922; and,
  - b. Increase appropriations for 2015 ICAC Task Force Continuation Program as needed from Appropriation Account No. 70M416 in Fund No. 339, Department No. 70, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001012, Sworn Salaries:	\$ 44,630
Account No. 001090, Civilian Overtime:	35,280
Account No. 001092, Sworn Overtime:	<u>162,000</u>
<b>Total</b>	<b>\$ 241,910</b>

### SUMMARY

The supplemental 2015 Internet Crimes Against Children (ICAC) Task Force Continuation Program grant award from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) will provide funding as follows:

Sworn Salaries:	\$ 44,630
Civilian Overtime:	35,280
Sworn Overtime:	162,000
Travel:	81,846
Supplies:	81,676
Consultant Services:	71,675
Other*:	<u>251,815</u>
<b>Total</b>	<b>\$ 728,922</b>

\*Includes computers, software, printers, and miscellaneous tools

Authority is also requested to execute new agreements or to amend agreements as may be necessary with the existing LAPD ICAC Task Force Agencies (Attachment 1). The aforementioned agreements formalize the working relationship between the Task Force Agencies and LAPD's ICAC Task Force. A sample contract with the Orange County Sheriff's Department is provided as Attachment 2 for informational purposes. Task Force Agencies provide investigative support to LAPD's ICAC Task Force that improves its operational capacity. The ICAC grant supports Task Force Agencies with funding for training, travel costs related to training, and equipment needed for grant related investigations.

Since 2003, OJJDP has provided continuous supplemental funding to LAPD's ICAC Task Force Program. The primary purpose of the program is to ensure law enforcement agencies are equipped to quickly respond to, investigate, and prosecute incidents involving the exploitation of children and juveniles through the use of the internet. The LAPD ICAC Task Force includes a network of 68 law enforcement and prosecutorial agencies (Attachment 1) which coordinate efforts to prevent, investigate, and prosecute computer-facilitated crimes against children, particularly the exchange of child pornography and online solicitation for sexual purposes.

### **FISCAL IMPACT STATEMENT**

Approval of the recommendations within this report will have no additional impact on the General Fund. Acceptance of the grant is in compliance with the City's Financial Policies in that one-time revenue is used for one-time expenses.

*RHL:BYO:04180046*

#### **Attachments**

- 1- LAPD ICAC Task Force Agencies
- 2- MOU between LAPD ICAC Task Force and the Orange County Sheriff's Department

# LAPD ICAC Task Force Agencies

Alhambra MOA	HIS Orange County	Santa Barbara County Sheriffs
Arcadia PD	Huntington Beach PD	Santa Maria PD
Azusa PD	Inglewood PD	Santa Monica PD
Baldwin PD	LA County DA Office	Santa Paula PD
Bell Gardens	LA County Probation	San Bernardino County Probation
Beverly Hills PD	LA Sch PD	Signal Hill PD
Burbank PD	LASO	Simi Valley PD
CA Dept. of Corrections & Rehabilitation	Lompoc PD	South Gate PD
Chino PD	Manhattan Bch PD	Torrance PD
City Attorney's	NASA OIG, OCCD JPL	UCLA
City of Guadalupe PD	NCIS Resident Agency Ventura	Upland PD
Claremont PD	Newport Bch PD	US Air Force
Downey PD	OC Sheriffs	US Attorney's Office
El Monte PD	Orange PD	US Marine Corps
El Segundo PD	Oxnard PD	US Postal Inspector Service
FBI	Pasadena PD	US Probation Office
Fontana PD	Port Hueneme PD	US Secret Service
Garden Grove PD	Redlands PD	Ventura County DA Investigators
Gardena PD	Rialto PD	Ventura County DA Office
Glendale PD	San Bernardino County Sheriffs	Ventura County Probation
Glendora PD	San Fernando PD	Ventura PD
Hawthorne PD	Santa Barbara County DA	Whittier PD
Homeland Security Investigators	Santa Barbara County DA's Investigators	



INTRADEPARTMENTAL CORRESPONDENCE

Attachment 2

September 1, 2011  
14.5

**TO:** Commanding Officer, Juvenile Division

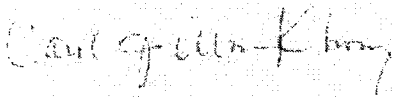
**FROM:** Commanding Officer, Planning and Research Division

**SUBJECT:** MEMORANDUM OF AGREEMENT BETWEEN  
THE LOS ANGELES POLICE DEPARTMENT  
INTERNET CRIMES AGAINST CHILDREN TASK FORCE AND  
THE ORANGE COUNTY SHERIFF'S DEPARTMENT

Attached for your reference is a copy of the Memorandum of Agreement (MOA) between the Los Angeles Police Department's (LAPD) Internet Crimes Against Children (ICAC) Task Force and the Orange County Sheriff's Department (OCSD). The purpose of this MOA is to formalize the working relationship between the LAPD and the OCSD in regards to the ICAC Task Force. The MOA delineates the responsibilities of both the Department and the OCSD while participating in the ICAC Task Force.

A copy of the approved MOA has been attached for your records. This Agreement has no expiration date but is subject to periodic review.

Should you have any questions or require further information, please contact Lieutenant II Anne-Marie Fuller, Officer in Charge, Special Projects Section, Planning and Research Division, at (213) 486-0444.

  
CAROL J. ABORN KHOURY, Captain  
Commanding Officer  
Planning and Research Division

Attachment



## **MEMORANDUM OF AGREEMENT**

**Between**

**Los Angeles Police Department  
INTERNET CRIMES AGAINST CHILDREN TASK FORCE**

**and**

**Orange County Sheriff's Department**

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### **I. PARTIES**

This Memorandum of Agreement (MOA) is entered into by and between the Los Angeles Police Department (LAPD) and the Orange County Sheriff's Department (OCSD).

### **II. BACKGROUND**

The LAPD is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the LAPD utilizes this grant to administer and operate the Los Angeles ICAC Task Force.

The 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 in developing 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.

The mission of the Los Angeles 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.

### III. PURPOSE

The purpose of this MOA is to delineate the responsibilities and expectations of the OCSD and the LAPD, and to formalize their working relationship in the Los Angeles ICAC Task Force. By signing this MOA, OCSD agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC. By joining this Task Force, OCSD will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOA, the Los Angeles ICAC Task Force will benefit from OCSD's investigative support.

### IV. INVESTIGATIONS

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). Violation of the ICAC operational standards is cause for cancellation of this MOA. This MOA 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.

#### A. OCSD Responsibilities:

OCSD will:

1. Use only sworn law enforcement investigators to conduct all 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 OJJDP.
2. Conduct reactive investigations where subjects are associated within OCSD's jurisdiction, including investigations of child pornography, CYBERTIP 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 subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.
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 Task Force Unit Commander.
4. Provide the Los Angeles ICAC Task Force with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

5. Locate its ICAC investigators in secured space provided by OCSD with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of OCSD 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.

## **V. SUPERVISION**

The OCSD 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 ICAC standards.

## **VI. JURISDICTION**

The principal sites of task force activity will be within the jurisdictional areas of the respective member law enforcement agencies. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by a OCSD employee as a member of the OCSD.

## **VII. EVIDENCE**

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

## **VIII. LIABILITY**

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

## **IX. REPORTING STATISTICS**

Using a form provided by the Los Angeles ICAC Task Force, OCSD 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 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.

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 OCSD. The Task Force will be responsible for all required reporting to OJJDP.

## X. TRAINING

The OCSD shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Task Force will review training requests and provide funding for ICAC-approved training when appropriate.

## XI. CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of ICAC 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.

## XII. EFFECTIVE DATE

This MOA shall be effective on August 15, 2011 and continue until such time as federal funding for the Grant ends or the MOA is canceled by either party upon written notice delivered to both agency directors.

Entered into this 15<sup>th</sup> day of August, 2011.

  
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Sandra Hutchens, Sheriff-Coroner  
Orange County Sheriff's Department

  
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Charlie Beck, Chief of Police  
Los Angeles Police Department