



**MEMORANDUM OF AGREEMENT**  
**Between**  
**Los Angeles Police Department**  
**INTERNET CRIMES AGAINST CHILDREN TASK FORCE**  
**and**  
**City of Redondo Beach**

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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 City of Redondo Beach (City).

**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 helps encompass 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 using 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 Redondo Beach Police Department ("RBPD") and the LAPD, and to formalize their working relationship in the Los Angeles ICAC Task Force. By signing this MOA, RBPD agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC. By joining this Task Force, RBPD will benefit from grant resources, joint operations, and extensive training

opportunities. By entering this MOA, the Los Angeles ICAC Task Force will benefit from RBPD'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. Redondo Beach Police Department Responsibilities**

##### **Redondo Beach Police Department will:**

1. Use "authorized personnel" 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". 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 RBPD'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 for a period of no less than three years.
5. Locate its ICAC investigators in secured space provided by RBPD with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of RBPD 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 in the education and prevention programs.



## **V. SUPERVISION**

The RBPB 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. Internet Crimes Against Children 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 an RBPB employee as a member of the RBPB.

## **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 City 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, RBPB 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 10<sup>th</sup> 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 RBPB. The Task Force will be responsible for all required reporting to OJJDP.

## **X. RECORD RETENTION AND ACCESS**

Records pertinent to the award that RBPB must retain for a period of three years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies, and to which the recipient (and any sub recipient ["sub grantee"] at any tier) must provide access, and include performance measurement information, in addition to the financial records,

supporting documents, statistical records, and other pertinent records indicated at 2 Code of Federal Regulations 200.333.

## **XI. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. Part 38**

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination based on religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and sub recipient ("sub grantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and sub recipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## **XII. TRAINING**

The RBPD 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.

## **XIII. PARTICIPATING AGENCY OBLIGATIONS AND CIVIL IMMIGRATION ENFORCEMENT**

The RBPD as a local law enforcement agency is responsible for enforcing state and local criminal laws. It is neither authorized nor responsible for the enforcement of civil immigration laws or regulations.

The Congress of the United States has vested United States Immigration and Customs Enforcement (US-ICE) and United States Customs and Border Protection (US-CBP) with the legal authority and responsibility for enforcing civil immigration laws including status violations and removal proceedings. Therefore, Task Force personnel must abide by the limitations in legal authority and responsibility for enforcing federal civil immigration laws.

The California Values Act (CVA or SB-54), other state laws, and each agency's existing policies and practices provide procedural protections to ensure that each agency's personnel do not go beyond existing legal authorities or contradict the agency's steadfast commitment to community and constitutional policing principles.



#### **XIV. VEHICLES**

The Los Angeles ICAC Task Force will provide ICAC vehicles to participating agency personnel assigned to ICAC for use in carrying out ICAC-related activities.

Participating agencies shall provide and maintain automobile liability/hold harmless insurance coverage (or a program of self-insurance) associated with its personnel's temporary possession of use of ICAC-provided vehicles in accordance with established participating agency policies and procedures.

#### **XV. EQUIPMENT**

The Los Angeles ICAC Task Force will provide participating agency personnel with necessary ICAC assets, including supplies, investigative equipment, communication equipment and technical equipment for all ICAC-related activities. Such assets, supplies and equipment shall remain the property of ICAC and will be funded from the Program Operating Budget.

#### **XVI. 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.

#### **EFFECTIVE DATE**


This MOA shall be effective on October 20, 2020 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 this 20th day of October , 2020

#### **City of Redondo Beach:**

By: \_\_\_\_\_  
Mayor William C. Brand

By: \_\_\_\_\_  
Keith Kauffman, Chief of Police

By:   
**ANNE CLARK**  
Los Angeles Police Department

Attest:

\_\_\_\_\_  
Eleanor Manzono, City Clerk

Approved:

\_\_\_\_\_  
Risk Manager

Approved As To Form

\_\_\_\_\_  
Michael Webb, City Attorney