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October 3, 2008

BPC #08-0433

The Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012
Attn: June Lagmay

The Honorable City Council
City of Los Angeles
c/o City Clerk's Office
City Hall, Room 395
Los Angeles, CA 90012

Dear Honorable Members:

RE: TRANSMITTAL OF THE GRANT APPLICATION FOR THE 2008 INTERNET
CRIMES AGAINST CHILDREN TASK FORCE PROGRAM FROM THE OFFICE OF
JUVENILE JUSTICE AND DELINQUENCY PREVENTION

At the regular meeting of the Board of Police Commissioners held Tuesday, September 30, 2008,
the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

Handwritten signature of Isabel Rosas in black ink.

ISABEL ROSAS
Commission Executive Assistant II

Attachment

c: Chief of Police

OCT 09 2008
PUBLIC SAFETY
PERSONNEL

INTRADPARTMENTAL CORRESPONDENCE

BPC#08-0433 8P

RECEIVED

September 18, 2008
10.2

SEP 23 2008

POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

M. J. [Signature]
9/24/08

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION FOR THE 2008 INTERNET
CRIMES AGAINST CHILDREN TASK FORCE PROGRAM FROM THE OFFICE
OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) TRANSMIT the attached grant application for the 2008 Internet Crimes Against Children (ICAC) Task Force Program from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP), pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA) and to the City Clerk for committee and City Council consideration.
2. That the Board REVIEW and APPROVE this report.
3. That the Board TRANSMIT the report concurrently to the Mayor and City Council.
4. That the Board REQUEST the Mayor and City Council to:
 - A. AUTHORIZE the Chief of Police to ACCEPT the award of the 2008 ICAC Task Force Program funds in the amount of \$550,141 from the United States Department of Justice, OJJDP for the period of October 1, 2008 to December 31, 2009;
 - B. AUTHORIZE the Chief of Police to negotiate and execute a Cooperative Agreement, subject to City Attorney approval as to form and legality;
 - C. AUTHORIZE the LAPD to use \$234,669 to pay a portion of the salaries and fringe benefits for a Detective II and two Police Officer III;
 - D. AUTHORIZE the Controller to set up grant receivable of \$550,141 and establish an appropriation account, account number to be determined, within Fund No. 339, Department No. 70 for the disbursement of ICAC grant funds;
 - E. AUTHORIZE the Los Angeles Police Department (LAPD) to expend \$142,974 for the purchase of equipment;
 - F. AUTHORIZE the LAPD to expend a total of \$101,480 for training and/or travel: \$55,300 for LAPD personnel and \$46,180 for participating law enforcement agencies;

The Honorable Board of Police Commissioners

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- G. AUTHORIZE the LAPD to purchase supplies in the amount of \$9,038;
- H. AUTHORIZE the LAPD to expend \$36,780 under the "Other" cost category for registration fees, services and any miscellaneous expenses;
- I. AUTHORIZE the LAPD to disburse up to \$3,600 in overtime to the law enforcement agencies identified below that are or will be participating in the Los Angeles Regional Internet Crimes Against Children (LA ICAC) Task Force, which was established by the LAPD in 2003, for an aggregate total of \$25,200:
1. Glendale Police Department
 2. Pasadena Police Department
 3. Torrance Police Department
 4. Redlands Police Department
 5. San Bernardino County Sheriff's Department
 6. Ventura County Sheriff's Department
 7. Los Angeles Unified School District Police Department
- J. AUTHORIZE the Chief of Police to negotiate and execute agreements similar to the attached in order to provide funds to the following agencies for overtime and training and/or travel:
1. Glendale Police Department
 2. Pasadena Police Department
 3. Torrance Police Department
 4. Redlands Police Department
 5. San Bernardino County Sheriff's Department
 6. Ventura County Sheriff's Department
 7. Los Angeles Unified School District Police Department
- K. AUTHORIZE the Controller to increase Appropriations as needed from Fund No. 339, Department No. 70 to Fund No. 100, Department No. 70, Account No. 1012, Sworn Salaries, in the amount of \$234,669;
- L. APPROVE continuing resolution authority for a Detective II and two Police Officer III positions through December 31, 2009 and/or the end of the grant period as designated by OJJDP;
- M. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit grant receipts in Fund No. 339, Department No. 70; and
- N. AUTHORIZE the LAPD to prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

DISCUSSION

On June 20, 2008, the LAPD submitted the attached application to the United States Department of Justice, OJJDP for continuation funding in the amount of \$550,141 for the period of October 1, 2008 to December 31, 2009. The ICAC Task Force Program helps state and local law enforcement agencies effectively respond through a multijurisdictional, multiagency approach to online enticement and child pornography cases. This assistance encompasses forensic and investigative components, training and technical assistance, and community education.

In 2003, the LAPD formed the Los Angeles Regional ICAC (LA ICAC) Task Force with ICAC Task Force Program funding from OJJDP. The LA ICAC Task Force is one of the 59 Regional ICAC Task Forces that work in concert as a network of law enforcement and prosecutorial agencies to prevent, interdict, and investigate technology-facilitated crimes against children. The LAPD selected the agencies participating in the LA ICAC based upon the following criteria: 1) ability to commit staff to conduct LA ICAC Task Force investigations on a regular and on-going basis; 2) ability to comply with the ICAC Task Force Program rules, requirements, and investigative best practices; and 3) geographic diversity and the makeup of the population.

Realizing that additional personnel and resources were necessary to implement the Task Force, the LAPD formed the ICAC Task Force Program Unit. The LAPD intends to use a total of \$234,669 of the continuation funding to pay a portion of the costs associated with the salary and fringe benefits of a Detective II and two Police Officer III positions. These positions have been previously funded by the program. Costs beyond what the program provides become a general fund obligation.

In order to provide the following agencies that are participating in the LA ICAC Task Force with funds for training and/or travel, and overtime, the LAPD will enter into agreements similar to the attached: 1) Glendale Police Department; 2) Pasadena Police Department; 3) Torrance Police Department; 4) Redlands Police Department; 5) San Bernardino County Sheriff's Department; 6) Ventura County Sheriff's Department and 7) Los Angeles Unified School District Police Department. Through these agreements, the LAPD will provide a total of \$71,380 to the above referenced agencies.

The LAPD will utilize \$101,480 to provide its personnel and those of the participating agencies in the LA ICAC Task Force with training and/or travel. Training is essential to help investigators keep up with rapidly changing technology and to give them opportunities to improve their skills. The OJJDP has contracted with Fox Valley College and the University of New Hampshire to procure training for participating agencies through each of the task forces. Although most of this training is provided free of cost, participating agencies must pay for travel. The per diem rate is calculated at \$60 per day which is equivalent to the California State per diem rate.

In addition, the LAPD will utilize \$142,974 to purchase equipment, including vehicles, which are necessary to continue enhancing the investigative capabilities of its personnel. The LAPD will use

The Honorable Board of Police Commissioners

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the equipment to overcome the challenge of rapidly changing technology, while increasing the number and improving the quality of its investigations. The vehicles will be utilized to improve covert operations of the LA ICAC Task Force whose area is over 27,000 square miles and includes the counties of Los Angeles, Ventura, Orange and San Bernardino.

The LAPD will also utilize \$9,038 to purchase refreshments, promotional items and supplies for the LA ICAC Task Force. These purchases will help promote outreach to other agencies and to the community.


The LAPD will also provide a total of \$25,200 for overtime to the following law enforcement agencies: Glendale Police Department, Pasadena Police Department, Torrance Police Department, Redlands Police Department, San Bernardino County Sheriff's Department, Ventura County Sheriff's Department, and Los Angeles Unified School District Police Department. These agencies are expected to increase investigations of technology-facilitated crimes against children.

Moreover, the LAPD will also expend \$36,780 to pay for registration fees associated with training and to acquire services. These costs are associated with improving investigative capability.

By serving as the lead agency for the LA ICAC Task Force, the LAPD is establishing itself as a leader in investigating technology-facilitated crimes against children and helping to provide a vital service to the residents of the City and surrounding communities. The services, as indicated, will focus on prevention, interdiction, and investigation of these crimes against the most vulnerable victims, children.

If you have any questions, Police Administrator Laura Filatoff, Commanding Officer, Fiscal Operations Division, is available to assist you at (213) 485-5296.

Respectfully,


WILLIAM J. BRATTON
Chief of Police

Attachment

BOARD OF
POLICE COMMISSIONERS
Approved SEP 30 2008
Secretary





**OJJDP FY 08 Internet Crimes Against Children
Continuations 2008-51603-CA-MC**



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- Application submitted and last updated on 06/20/2008
- Application is currently in progress

I. ABSTRACT

In 2007, the Los Angeles Regional Internet Crimes Against Children Task Force Program (LAICAC) received 557 cybertips from the National Center for missing and Exploited Children (NCMEC). As evidenced by the number of cybertips, the Los Angeles Area has a pervasive problem when it comes to the possession, sharing and distribution of child pornography. Although the LAICAC has made progress under the leadership of the LAPD, it continues to require equipment and training to successfully investigate and file cases with prosecutorial agencies. The LAPD intends to meet these challenges by continuing to provide equipment and training to its staff as well as those of the other Task Force members. In addition, the LAPD will provide member agencies with funding for overtime, while evaluating each agency's progress and providing forums for discussion through quarterly meetings.

II. PROBLEM STATEMENT

For many years, the Los Angeles area suffered from a lack of resources to combat the problem of Internet predators and the possession and distribution of child pornography over the Internet. The LAPD, a highly regarded and exceptionally qualified law enforcement agency recognized the need for collaboration and set about with assistance to form the LAICAC. A great deal of effort and planning went into creating and leading the task force. The LAPD overcame its initial obstacles, forming the Task Force late in 2005 that includes the police departments of the cities of Glendale, Pasadena, Torrance, Redlands, and the sheriff's departments of the counties of Los Angeles, San Bernardino and Ventura, Immigration and Customs Enforcement (ICE), the Naval Criminal Investigative Service (NCIS), the United States Attorney's Office, the Los Angeles City Attorney's Office, and the Los Angeles County District Attorney's Office. The LAPD intends to add additional law enforcement agencies during 2008/2009 to improve services and ensure a greater number of investigations.

Throughout the areas served by the Task Force, access to computers and other technology-related communication devices has increased at a dramatic rate. Computers are available to children in homes, schools, public libraries, community youth centers, and countless other public places where youth congregate. Based on data from the United States (U.S.) Census Bureau (2005), it is estimated there was over 24.5 million Internet users in the United States from the age of 10 through 17.¹ Additionally, youth are accessing the Internet at ever-increasing levels. The technological advances over the last five years have been staggering. The advances include computers with greater capacity to receive and transmit images, increases in the speed of

¹ Online Victimization of Youth: Five Years Later, 2006, National Center for Missing & Exploited Children

Internet access; increases in the availability of inexpensive, sophisticated digital cameras, and peer-to-peer file sharing.”²

The proliferation and advances in technology have provided youth with valuable tools for learning. Unfortunately, they have also brought the increased potential for online victimization of these same young people to include unwanted exposure to sexual materials, unwanted sexual solicitations, and online harassment. Over the last several years, the aggressive marketing of sexual materials on the Internet has increased. Young people encounter unwanted exposure to sexual material through pop-up ads and malicious software. Sexual materials have even been found bundled in game demonstrations.

Young people continue to receive unwanted sexual solicitations while online. During the past year, the number of Internet-users under the age of 18 who experienced an unwanted exposure to sexual material was at an all-time high of 34 percent of users.³ Particularly disturbing trends in these solicitations are requests for young people to send photographs of themselves in sexually explicit poses. It is a crime, under federal law, to take, distribute, or possess sexually explicit images of children younger than 18 years of age. Many of these photographs would constitute child pornography. When a person under the age of 18 complies with these requests, he/she may not be able to realize the potential impact of his/her actions. The picture(s) could be circulated online to hundreds of people, or more. The victim would have no way of retrieving the images.

The foregoing statistics mirror what is happening locally in the Task Force’s area. During calendar year 2007, the Task Force received 557 cybertips from the National Center for Missing and Exploited Children (NCMEC). The Task Force continues to receive documented

² IBID

³ Online Victimization of Youth: Five Years Later, 2006, National Center for Missing & Exploited Children

complaints regarding the manufacture, distribution, and possession of child pornography. In addition to the documented complaints and cybertips received, the Task Force receives countless phone calls and referrals from parents, teachers, relatives, and other agencies regarding possible technology –facilitated crimes against young people.

Both the national and local statistics suggest that the online victimization of children is not decreasing, but growing significantly, on all levels. The increase could be attributed to a combination of any or all factors including but not limited to: an increase in the number of online child predators; an increase in a young person's access to computers; an increase in devices used; or an increase in the amount of time children and youth spend using the Internet and other forms of technology daily. Documentation of investigations handled from January 1, 2008 to March 30, 2008 have included ten cases involving travelers, 203 involving enticement, 75 involving obscenity directed toward minors that included the manufacturing of child pornography, the distribution of child pornography, and the possession of child pornography.

In 2005, Operation Peer Precision identified 160,000 electronic child pornography files that were available for sharing in California, with 55,000 of those files in Los Angeles County and 20,000 in the City of Los Angeles. The large number of files being exchanged is significant because it indicates that computer-facilitated crimes against children are prevalent in the City of Los Angeles and its neighboring communities.

In addition, with the proliferation of cellular telephones, Personal Digital Assistant's (PDA's) and other digital media devices, the demand for examinations is greater than available resources. An increasing number of teenagers are growing up in an age of cheap mobile phones, fast Internet connections, and an array of gadgetry that help keep them connected to family, friends and possibly predators. Millennial, as this generation of teenagers has come to be called,

use technology to express a need for linking to larger groups. Thanks to technological advances such as instant messaging, Millennials adapt the Internet to their own uses and interests with surprising speed. They change from instant messaging, to talking on a cell phone, and to using the cell phone to send and receive text messages depending on the complexity of the conversation, their location, or the availability of a computer. Moreover, they make no distinctions between online and offline, often forwarding instant messages to their cell phones for 24/7 connectivity. Therefore, cell phones and other devices can hold valuable evidence and need to be examined.

Forensic examinations have become more labor intensive since data can now be held on a variety of devices, and those devices must all be checked. Many cases involve the seizure of multiple computers and/or other devices such as external hard drives, CDs, DVDs, tapes, thumb drives, cellular phones and memory cards. These devices contain large amounts of data that must be examined for each case, increasing the examiners workload.

As a result of these technological advances, investigators and computer forensic experts require greater specialized training. Without proper training, they cannot conduct successful investigations or ensure that data will be captured to be presented as evidence in court. Investigations of technology-facilitated crimes against children require investigators to have exceptional computer, interview, interrogation, undercover operative, computer forensic, people, and communication skills. For example, when law enforcement agencies know the identity of the children, they must utilize traditional law enforcement investigative techniques to interview them and witnesses and to interrogate suspects. The reality is that most investigators do not possess all of the skills required for a successful investigation. Therefore, training is essential.

In addition, the LAPD will continue to buy equipment to improve the operations of the LAICAC. The LAPD has already purchased some dual-screened computers and equipment to overcome the challenge of rapidly changing technology. Each participating agency, has received one of these computers to enable its investigators to multi-task by "chatting" on one screen while conducting searches or writing reports on the other.

The LAPD also intends to buy blackberries and service and vehicles to improve covert operations. The devices will enable investigators to communicate with each other and/or suspects. To ensure the safety of LAICAC personnel while serving search warrants or performing covert operations, the LAPD also intends to purchase five vehicles. The LAICAC covers an area that is over 27,000 square miles and includes the counties of Los Angeles, Ventura, Orange and San Bernardino. Task force personnel have had to drive their own vehicles to locations in order to serve search warrants. The vehicles will be used exclusively to conduct ICAC investigations involving child predator crimes and will not be used for other types of investigations.

Recognizing the need for prevention efforts, the LAPD continues to reach out to the media and the public. Last year, the LAPD featured internet safety as the topic for its essay contest. The LAICAC will make presentations in the upcoming year to parents, teachers and other concerned groups as part of its effort to educate and prevent technology-facilitated crimes against children.

Moreover, the LAPD has once again come to fully appreciate the need for communication with the LAICAC members. Therefore, it intends to hold quarterly meetings to exchange information and to ensure that members receive the information and assistance that they require.

III. GOALS AND OBJECTIVES

Objective Number One – Address Technology facilitated child exploitation in order to prevent, interdict and investigate ICAC Offenses

The LAICAC will conduct both proactive and reactive investigations. Proactive investigations occur when undercover investigators enter various Internet chat rooms, posing as children or their parents, to engage and arrange meetings with predators who are interested in traveling to meet children for sex. During these proactive investigations, the investigators will also capture any sexually explicit images and videos that the predator sends them. In California, sending lewd material to a child in order to lure that child for sex is an additional felony charge that can be filed along with the attempt to molest a child when the predator travels to a meet location. Reactive cases arise from reports from a variety of sources, although most come from citizens directly or from NCMEC. In the event that the report is about a child who has already been molested, officers will attempt to assume the persona of the abused child to re-engage the predator through the Internet to gather corroborative evidence. If the predator agrees to meet for sex again, the individual can be charged with additional offenses. As a goal for the next grant period, the LAICAC will endeavor to conduct over 48 proactive and 300 reactive cases.

CyberTips are citizen complaints and posting of child pornography complaints from Internet service providers to NCMEC. The NCMEC screens the complaints and forwards them to the appropriate ICAC regional task force. In 2007, the LAICAC received over 557 CyberTips from NCMEC. Tips not being handled by an LAICAC agency will be referred to the appropriate agency along with advice and assistance on how to investigate the complaint.

Measure

A 5% increase in the number of ICAC-related arrests.

Objective 2—Improve Task Force Effectiveness in Handling Technology-Facilitated Child Exploitation in Order to Prevent, Interdict and Investigate ICAC Offenses

A. Provide Forensic Examinations

The Task Force will receive forensic requests from members and affiliate agencies within the Task Force service area and assess for appropriateness as related to the ICAC Program. Non-ICAC related requests will be referred to the appropriate agency. The Task Force will triage forensic requests based on Task Force guidelines (based on pending court dates, seriousness of the crime, etc.), assist in conducting previews and prepare forensic reports based on Task Force policy. Members will coordinate forensic requests and requirements with the assigned prosecutor to minimize unneeded analysis. The Task Force members will complete and maintain a statistical tracking form for forensic examinations completed.

It remains a future goal for the LAICAC Task Force to establish its own forensic laboratory. Until another laboratory is established, forensic examinations will continue to be performed by the LAPD's Commercial Crimes Division.

Measure

The measure will be the number of forensic examinations performed.

B. Technical Assistance Sessions Provided

The Los Angeles Regional ICAC (LAICAC) Task Force is comprised of the police departments of the cities of Los Angeles, Glendale, Pasadena, Torrance and Redlands, and the sheriff's departments of the counties of Los Angeles, San Bernardino and Ventura Counties, Immigration Customs and Enforcement (ICE), and the Naval Criminal Investigative Service.

These agencies will work together to provide technical assistance to non member-law enforcement agencies.

Measure

Number of investigative technical assistance sessions provided to non-member law enforcement agencies.

C. Number of Partner Agencies Engaged in ICAC Task Force Work at the Local, State and Regional Level

In order to be a member of the LAICAC Task Force, an agency must sign a Memorandum of Understanding (MOU) with the Department. The signed MOU ensures the agency will follow the ICAC investigative best practices. In addition, the MOU allows the LAPD to reimburse the agency for program expenses incurred. An agency interested in the program, that chooses not to sign a MOU, may become an affiliate agency if they agree to sign a program application. By doing so, the agency agrees to follow ICAC investigative best practices and acknowledges that it will not be reimbursed for any program expenses that are incurred. Both the member and affiliate agencies are required to meet the ICAC mandated reporting requirements.

Measure

The number of written Memorandum of Understandings or program applications will serve as the measure for this objective.

PROJECT DESIGN AND STRATEGY

The LAPD proposes to upload referrals from NCMEC and to perform more investigations of the production, possession and distribution of child pornography as well as potentially dangerous “Travelers” in collaboration with the member agencies of the LAICAC Task Force. Through collaboration, the LAPD hopes to serve all children, particularly teenagers, who are most often the target of potentially dangerous “travelers” in the Los Angeles region.

The LAPD’s strategy is to provide each member agency with overtime funding and training, prior to making referrals, and allow each agency to serve as a resource in its geographic area. This approach takes into consideration the need for resources on the part of all member agencies and the enormous geographic size of the Los Angeles region.

Investigations

To encourage investigations, each agency in the LAICAC Task Force will receive overtime funding. Because most of the Task Force agencies have complained about the lack of personnel, the funding will enable them to use existing staff to conduct the investigation of computer-facilitated crimes against children. The LAPD has addressed its own need for personnel by assigning a detective supervisor, a detective, and a police officer to the new ICAC Unit. They join the grant-funded Detective II (ICAC Program Coordinator). In this grant period, the LAPD is proposing to share the cost of the Detective II and share the cost of two Police Officers III.

In addition, the LAPD has and will continue to provide training. The training is intended to enable investigators to keep up with rapidly changing technology and to improve their skills.

Forensics

The Department intends to increase the number of Forensic examinations by purchasing equipment that will allow investigators to perform examinations in the field, ensuring that only computers and media containing contraband are seized. This capability to perform field forensics will be shared with the member agencies, further reducing the number of forensics that must be completed in a lab.

Prosecution

The United States Attorney's Office for Los Angeles, the Los Angeles County District Attorney's Office, and the City of Los Angeles Attorney's Office will advise the law enforcement agencies in the LAICAC about how to increase filings. Since many of the participating agencies are within Los Angeles County, they will be encouraged to build stronger relationships with the District Attorney's Office.

Each of the currently participating agencies will also work with their own County's district prosecutorial agencies. The LAPD will eventually invite these prosecutorial agencies to attend the quarterly meetings, since possession crimes are generally prosecuted as felonies.

The LAPD will try to set-up a training session for prosecutors to educate them about law enforcement activities and the OJJDP investigative standards. Because this is a relatively new area of the law, the LAPD will make every effort to educate the prosecutorial agencies.

Capacity Building

Because Los Angeles and its adjoining areas are spread out over a large geographic area that have among them the largest and most diverse populations in the nation, the LAPD determined that participating agencies will derive greater benefit by having their staff work in

their own facilities. When a new agency joins the LAICAC, the area covered by the task force will be expanded.

The Task Force whose members include the Cities of Glendale, Pasadena, Torrance Redlands, and San Bernardino and Ventura County Sheriffs Department will serve the areas immediately adjoining them and will eventually provide those areas with assistance in the investigation of computer-facilitated crimes against children. The City of Glendale currently serves as a resource to communities to its west, including the City of Burbank. Pasadena will serve the communities in the San Gabriel Valley. Torrance will serve much of the beach communities to the south and southwest of Los Angeles. San Bernardino and Redlands will serve the San Bernardino County area and Ventura County Sheriffs and NCIS will serve the Ventura County area.

Public Education

The LAPD and LAICAC Task Force will continue to work with the media, publicizing computer safety tips and the dangers of the Internet. The LAPD has had an increase in school officials involved in child molestation and possession of pornography. The LAPD has made numerous efforts to collaborate with the Los Angeles Unified School District Professional Standards Unit to educate personnel of current legislation regarding the duty to report misconduct of school personnel once an official learns of the suspicious behavior. The LAPD has also been involved in several media events to educate parents and students of teacher misconduct.

To reach as many parents, teachers and community groups as possible, the LAPD will have the other agencies in the LAICAC also make presentations. The presentations will be based on the Netsmartz CDs, which were designed to appeal to children in various age groups.

The LAPD will also continue to host the LAICAC website. Featuring age-appropriate safety-tips and links to participating law enforcement agencies and NCMEC, the site will serve as a valuable reference source for parents, educators and all concerned individuals and groups.

Sustainability

The resources that are currently being provided to participating agencies will enable them to develop a better understanding of technology-facilitated crimes against children and to serve as a resource for other law enforcement agencies throughout the state. Each agency will eventually be in the position to provide training to other agencies.

Once the participating agencies begin to commit to investigations of technology-facilitated crimes, they will hopefully develop a better understanding of the importance of the investigations and will be able to convince local governments to budget for this purpose. Success in investigating computer-facilitated crimes against children and drawing media attention to these successes will also increase the public's desire to sustain the LAICAC Task Force.

Moreover, each agency is likely to pursue private funding. The LAPD has enjoyed some success raising funds for other programs through its Foundation. In addition, the ICAC Unit has considered the possibility of holding small fund raising events throughout the year. Of course, the agencies could plan and hold a large event such as a celebrity golf tournament when the LAICAC Task Force becomes more established.

Evaluating Effectiveness of the LAICAC Task Force

The LAPD will request that all of the participating agencies provide monthly reports that recap the number of investigations that they have conducted in the previous month. In December 2008, the LAPD will try to establish a baseline utilizing the number of cases investigated in the

first six months. The goal will then be to increase the overall number of investigations of the LAICAC Task Force by five percent (5%) during the remaining months of the grant period.

EXHIBIT 1

IV. BUDGET NARRATIVE

The budget for the LAICAC Task Force Program continues to promote interdiction, prevention and apprehension of child predators. Emphasizing a regional approach, the focus is on increasing the number and improving the quality of investigations by providing funds for salaries and overtime, offering training, including travel, and purchasing computers and equipment.

1. Personnel and Fringe Benefits

The LAPD has allocated a total of \$234,669 for personnel and fringe benefits to continue partially funding the positions of a Detective II and two Police Officer III. Other positions within the Unit are funded entirely by the LAPD, including those of a Lieutenant I, a Detective III, three Detective I(s), an additional Police Officer III, and a clerk typist.

2. Training and Travel

Utilizing a total of \$101,480 in funds, the LAPD will continue to provide specialized training, including travel, to its staff and to those of the participating agencies in the LAICAC Task Force. The training will ensure that investigators working on the Task Force will have the necessary skills to perform investigations that will result in filings with the appropriate prosecutorial agencies. Each investigator will eventually receive introductory, intermediate and/or advanced training, according to the individual's proficiency.

3. Equipment

To keep up with technological advances, the LAPD will utilize \$143,390 to purchase computers, and related equipment, cameras and vehicles. The Mac Pro computer and forensic software will be utilized to analyze data from Mac Computers that are seized. Preview and image software that will also be purchased is intended to enhance efficiency when viewing images. To document evidence, both simple point, and high quality cameras will be purchased.

The LAPD also intends to purchase five (5) vehicles to improve the covert operations of the LAICAC. Covering an area that is over 27,000 square miles and includes the counties of Los Angeles, Ventura, Orange and San Bernardino, Task Force personnel have had to drive their own vehicles to locations in order to serve search warrants. The five Task Force vehicles will be used exclusively to conduct ICAC investigations involving child predator crimes and will not be summoned for any other type of investigation.

4. Supplies

The LAPD will spend a total of \$9,038 in funding for supplies, consisting of promotional items, fatigues, and refreshments for six meetings. These items will assist the LAPD and improve the quality of the LAICAC Task Force Program.

In addition, the LAPD will utilize \$1,200 dollars to purchase refreshments for the six meetings that it will host during the eighteen-month period. The meetings are intended to facilitate information sharing.

The LAPD will also utilize \$1,500 to purchase challenge coins and \$1,800 to purchase T-shirts to promote the Program. These items will be utilized for outreach purposes to other agencies and the community.

To improve covert operation, the LAPD will expend \$1,575 to purchase fatigues for 15 personnel. The purchase of the fatigues will allow the LAPD to provide a uniformed presence.

To promote the LAICAC Task Force, the LAPD will also utilize \$3000 for the purchase of promotional items. The LAICAC Task Force will provide these items to the members of the public, during outreach events.

In addition, the LAPD will purchase Cantasia Snagit computer software in the amount of \$2,961. The software will be utilized to perform forensic previews.

5. Consultants/Contractors

Each agency participating in the LAICAC will receive \$3,600 to fund overtime as it deems appropriate.

6. Other Costs

Other costs consist of Blackberry monthly services, the registration fees for two Conferences, and EnCase forensic training, totaling \$36,780. With the blackberry service, the LAPD can conduct covert communications and correspond with one another through e-mail Internet and text. In addition, payment of the registration fees for the Dallas, Texas Conference and the San Jose, California, Regional ICAC Conference, will enable four LAPD and four other law enforcement agents to attend the Conferences.

**THE 2008 INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM
Budget Detail Worksheets**

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel--List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Detective II	1 Detective II at 53% of \$4,085 = \$2,165 x 17 pay periods (10/1/08 - 6/30/09)	\$36,806
	1 Detective II at 53% of \$4,208 = \$2,230 x 13 pay periods (7/1/09 - 12/31/09)	\$28,993
	Subtotal	\$65,799
2 Police Officer III	2 Police Officer III at 45% of \$3,570 = \$1,607 x 17 pay periods (10/1/08 - 6/30/09)	\$54,621
	2 Police Officer III at 45% of \$3,677 = \$1,655 x 13 pay periods (7/1/09 - 12/31/09)	\$43,021
	Subtotal	\$97,642
	TOTAL	\$163,441

B. Fringe Benefits--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Pension	24.54%
Flex Benefit Program	9.64%
Employee Assistance	0.09%
Medicare	1.13%
Part Time / Seasonal / Temporary Pension	0.03%
Unused	1.30%
Unemployment	0.02%
Workers' Compensation	6.82%
Carry Forward,	0.02%
Total	43.58%

Name/Position	Compensation	Cost
Detective II	\$65,799 x 43.58%	\$28,675
2 Officer III	\$48,821 x 43.58%	\$42,552
		TOTAL
		\$71,228

Total Personnel and Fringe Benefits **\$234,669**

C. Travel-- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc. Show the basis of computation (e.g., six people 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

LAPD

Purpose of Travel	Location	Item	Computation	Cost
ICAC TF Working	Various	Airfare	1 x \$700 x 3	\$2,100
		Lodging	1 x \$125 x 9	\$1,125
		Meals	1 x \$60 x 9	\$540
		Incidentals	1 x \$25 x 9	\$225
ICAC Training Conf	TBD	Airfare	10 x \$700	\$7,000
		Lodging	10 x \$125 x 4	\$5,000
		Meals	10 x \$45 x 5	\$3,000
		Incidentals	10 x \$25 x 5	\$1,250
Project Safe	TBD - Dec. 2001	Meals	1 x \$45 x 4	\$240
		Incidentals	1 x \$25 x 4	\$240
Regional PSC Training	TBD	Meals	1 x \$45 x 4	\$240
		Incidentals	1 x \$25 x 4	\$240
Dallas Conference	Dallas, Texas	Airfare	4 x \$700	\$2,800
		Lodging	4 x \$125 x 4	\$2,000
		Meals	4 x \$60 x 5	\$1,200
		Incidentals	4 x \$25 x 5	\$500

San Jose Conference	San Jose, CA	Airfare	6 x \$700	\$4,200	
		Lodging	6 x \$125 x 4	\$3,000	
		Meals	6 x \$60 x 5	\$1,800	
		Incidentals	6 x \$25 x 5	\$750	
ICAC Investigative	Various	Airfare	3 x \$700	\$2,100	
		Lodging	3 x \$125 x 4	\$1,500	
		Meals	3 x \$60 x 5	\$900	
		Incidentals	3 x \$25 x 5	\$375	
Undercover Chat Investigations	Various	Airfare	3 x \$700	\$2,100	
		Lodging	3 x \$125 x 4	\$1,500	
		Meals	3 x \$60 x 5	\$9,000	
		Incidentals	3 x \$25 x 5	\$375	
				Subtotal	\$55,300

OTHER LAW ENFORCEMENT AGENCIES

Purpose of Travel	Location	Item	Computation	Cost
ICAC Training	TBD	Airfare	10 x \$700	\$7,000
		Lodging	10 x \$125 x 4	\$5,000
		Meals	10 x \$60 x 5	\$3,000
		Incidentals	10 x \$25 x 5	\$1,250
Project Safe	TBD - Dec. 2008	Meals	1 x \$60 x 4	\$240
		Incidentals	1 x \$25 x 4	\$100
Regional PSC	TBD	Meals	1 x \$60 x 4	\$240
		Incidentals	1 x \$25 x 4	\$100

Dallas Conference Dallas, TX

Airfare	4 x \$700	\$2,800
Lodging	4 x \$125 x 4	\$2,000
Meals	4 x \$60 x 5	\$1,200
Incidentals	4 x \$25 x 5	\$500

San Jose Conference San Jose, California

Airfare	6 x \$700	\$4,200
Lodging	6 x \$125 x 4	\$3,000
Meals	6 x \$60 x 5	\$1,800
Incidentals	6 x \$25 x 5	\$750

ICAC Investigative Techniques TBD

Airfare	4 x \$700	\$2,800
Lodging	4 x \$125 x 4	\$2,000
Meals	4 x \$60 x 5	\$1,200
Incidentals	4 x \$25 x 5	\$500

ICAC Undercover Chat TBD

Airfare	4 x \$700	\$2,800
Lodging	4 x \$125 x 4	\$2,000
Meals	4 x \$60 x 5	\$1,200
Incidentals	4 x \$25 x 5	\$500

Subtotal \$46,180

TOTAL \$101,480

D. Equipment-- List non-expendable items that are to be purchased. (Note: Organization's own capitalization policy for classification of equipment should be used. Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Mac Pro Computer	1 x \$11,300	\$11,300
MacForensics Lab	1 x \$1,000	\$1,000
Shadow 2 (Perview Tool)	2 x \$1,900	\$3,800
Brother DCP-9045 CDN	1 x \$700	\$700
SurfRecon Elite	7 x \$375	\$2,625
Canon S5 IS (High quality camera)	2 x \$350	\$700
Canon SD 100 IS (Point and shoot camera)	4 x \$250	\$1,000
Western Digital 320GB (Portable hard disk drive 50)	20 x \$200	\$4,000
Seagate 1 TB Hard Drive	50 x \$180	\$9,000
Police Radio (1 radio w mic adapter, antennae and cable hardware and footpedal)	4 x \$650	\$2,600
Vehicles (undercover vehicles)	4 x \$25,000	\$100,000
Desk Top Computer with extra memory	3 x \$2,083	\$6,249
	TOTAL	\$142,974

E.-Supplies--List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Refreshments for six meetings	6 x \$200 per meeting	\$1,200
Promotional Items		
	Challenge Coins \$6 x 250 coins = \$1,500	\$1,500
	T-shirts \$12 x 150 t-shirts = \$1,800	\$1,800
Fatigues	Search warrant gear \$105 x 15 fatigues	\$1,575
Camtasia Snagit Computer Software	1 x \$2,963 per software package	\$2,963
TOTAL		\$9,038

F. Construction-- As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
TOTAL		\$0

G. Consultants/Contracts-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions

Consultant Fee: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Glendale Police Department	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
Pasadena Police Department	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
Torrance Police Department	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
San Bernardino County	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
Ventura County Sheriff's Department	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
Redlands Police Department	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
Los Angeles Unified School District Police Department	Investigative Services	Approximately 60 hours of overtime @ \$60 per hour = \$3,600	\$3,600
Subtotal			\$25,200

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Subtotal			\$0

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Subtotal	\$0
CONSULTANTS/ CONTRACTS TOTAL	\$25,200

H. Other Costs— List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Blackberry Telephone	14 phones x \$100 per service for each phone x 18 months =	\$25,200
ICAC Dallas Texas	Registration	
	4 LAPD x \$450 registration fee per individual	\$1,800
	Registration	
	4 Other Agencies x \$450 registration fee per individual	\$1,800
EnCase	Registration 2 x \$1,995 registration fee per individual	\$3,990
Encase Advanced	Registration 2 x \$1,995 registration fee per	\$3,990
	TOTAL	\$36,780

I. Indirect Cost--Indirect costs are allowed only if the applicant has Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
	TOTAL	\$0

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$163,441
B. Fringe Benefits	\$71,228
C. Travel	\$101,480
D. Equipment	\$142,974
E. Supplies	\$9,038
F. Construction	\$0
G. Consultants/Contracts	\$25,200
H. Other	\$36,780
Total Direct Costs	
I. Indirect Costs	

TOTAL PROJECT COSTS	\$550,141
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Federal Request
Non-Federal Amount

V. ORGANIZATIONAL CAPABILITY

The Los Angeles Police Department is a well-recognized leader both nationally and internationally in the law enforcement community, serving 3,807,000 residents. Although it has a relatively small police force in comparison to other major cities in the United States, it serves among the largest municipal populations. Established in 1869, the LAPD has a 139-year history of distinguished service.

Among the twenty principles that the LAPD stresses are the importance of public participation in crime prevention, friendly enforcement, and police-community partnerships. Because of its commitment to working with the community, the LAPD is succeeding in reducing crime in the communities it serves. It hopes to do the same while serving as the lead agency for the LAICAC Task Force.

Chief William J. Bratton

A strong advocate of transparent community policing that embraces partnership, problem solving and prevention, Chief William J. Bratton initiated a major re-engineering of the Los Angeles Police Department, moving towards a decentralized police bureaucracy with stronger area commands, which are intended to be more responsive to local community needs, and to produce better trained and motivated police officers.

Chief Bratton also initiated the internationally acclaimed COMPSTAT system in Los Angeles. COMPSTAT is the computer driven management accountability process that is an integral part of his decentralized management philosophy. It emphasizes a "management from the middle down" style that prioritized empowerment, inclusion, accountability, and the use of timely and accurate crime analysis to drive the organization. Chief Bratton had successfully utilized the COMPSTAT while he was the Police Commissioner in New York City.

Commander Patrick M. Gannon

As the Assistant Commanding Officer of the Detective Bureau, Commander Gannon will oversee the investigative operations of the program including the tracking of cases both for the NIJ-contracted Researcher/Evaluator and for the Department's Detective Case Tracking System. In his role, Commander Gannon will provide supervision to the Commercial Crimes Division in their tracking and monitoring of the profile and control cases as well as acting as the official liaison with the Department's Scientific Investigation Division regarding policy and procedural matters relating to the demonstration program.

Detective III Brenda Pauly.

Detective Brenda Pauly, is the Officer-In-Charge (OIC) of the Los Angeles Police Department's (LAPD) Internet Crimes Against Children (ICAC) Unit, and the Program Manager for the Los Angeles Regional ICAC Task Force Program. . She has also been the OIC of the Sexually Exploited Child Unit (SECU). Both the ICAC Unit and the SECU are responsible for investigating Internet predators and the possession and distribution of child pornography over the Internet, child exploitation, possession of child pornography, and child predators. Detective Pauly joined the LAPD in 1983. In 1999, Detective Pauly transferred to the LAPD's Juvenile Division, where, for the next 4 next four years, Detective Pauly supervised a staff of researchers/writers who responded to juvenile justice issues and questions. During the next 5 years, she investigated and supervised child homicide and child abuse cases citywide. Detective Pauly is a consultant and lecturer for the Interagency Council on Child Abuse and Neglect, University of Southern California and is a department consultant for child organ donations involving child abuse victims.

EXHIBIT 1

IV. BUDGET NARRATIVE

The budget for the LAICAC Task Force Program continues to promote interdiction, prevention and apprehension of child predators. Emphasizing a regional approach, the focus is on increasing the number and improving the quality of investigations by providing funds for salaries and overtime, offering training, including travel, and purchasing computers and equipment.

1. Personnel and Fringe Benefits

The LAPD has allocated a total of \$234,700 for personnel and fringe benefits to continue partially funding the positions of a Detective II and two Police Officer III. Other positions within the Unit are funded entirely by the LAPD, including those of a Lieutenant I, a Detective III, three Detective I(s), an additional Police Officer III, and a clerk typist.

2. Training and Travel

Utilizing a total of \$81,675 in funds, the LAPD will continue to provide specialized training, including travel, to its staff and to those of the participating agencies in the LAICAC Task Force. The training will ensure that investigators working on the Task Force will have the necessary skills to perform investigations that will result in filings with the appropriate prosecutorial agencies. Each investigator will eventually receive introductory, intermediate and/or advanced training, according to the individual's proficiency.

3. Equipment

To keep up with technological advances, the LAPD will utilize \$168,525 to purchase computers, and related equipment, cameras and vehicles. The Mac Pro computer and forensic software will be utilized to analyze data from Mac Computers that are seized. Preview and image software that will also be purchased is intended to enhance efficiency when viewing images. To document evidence, both simple point, and high quality cameras will be purchased.

The LAPD also intends to purchase five (5) vehicles to improve the covert operations of the LAICAC. Covering an area that is over 27,000 square miles and includes the counties of Los Angeles, Ventura, Orange and San Bernardino, Task Force personnel have had to drive their own vehicles to locations in order to serve search warrants. The five Task Force vehicles will be used exclusively to conduct ICAC investigations involving child predator crimes and will not be summoned for any other type of investigation.

4. Supplies

The LAPD will spend a total of \$5,661 in funding for supplies, consisting of promotional items, fatigues, and refreshments for six meetings. These items will assist the LAPD and improve the quality of the LAICAC Task Force Program.

Purchasing fatigues for 15 personnel to execute search warrants will provide a uniformed presence and enable the LAPD to improve its covert operations totaling \$1,461. In addition, the LAPD will utilize \$1,200 dollars to purchase refreshments for the six meetings that it will host during the eighteen-month period. The meetings are intended to facilitate information sharing.

To promote the LAICAC Task Force, the LAPD will also utilize \$3000 for the purchase of promotional items. The LAICAC Task Force will provide these items to the members of the public, during outreach events.

5. Consultants/Contractors

Each agency participating in the LAICAC will receive \$3,600 to fund overtime as it deems appropriate.

6. Other Costs

Other costs consist of Blackberry monthly services, the registration fees for two Conferences, and EnCase forensic training, totaling \$36,780. With the blackberry service, the LAPD can conduct covert communications and correspond with one another through e-mail Internet and text. In addition, payment of the registration fees for the Dallas, Texas Conference and the San Jose, California, Regional ICAC Conference, will enable four LAPD and four other law enforcement agents to attend the Conferences.

TIMELINE

July 1 – September 30, 2008

A. Investigations

1. Download, review, and process approximately 100 CyberTips from NCMEC
2. Investigate approximately 70 of the CyberTips
3. Report back to NCMEC on all CyberTips received
4. Conduct 12 proactive Internet investigations

B. Forensics

1. Conduct 15 forensics on computers in the field using EnCase
 - a. Primary goal is to recognize the possession of contraband and/or identify live victims immediately

C. Prosecution

1. Present 12 cases for prosecution

D. Capacity Building

1. Continue membership process for Los Angeles Unified School District Police Department
 - a. Receive signed application
2. Continue membership process for Long Beach Police Department
 - a. Receive signed application
3. Hold information/invitation meeting for Orange County law enforcement agencies

E. Public Education

1. Provide 12 public safety presentations
 - a. Schools
 - b. Parent groups
 - c. Media

October 1, 2008 – December 31, 2008

A. Investigations

1. Download, review, and process approximately 100 CyberTips from NCMEC
2. Investigate approximately 70 of the CyberTips
3. Report back to NCMEC on all CyberTips received
4. Conduct 12 proactive Internet investigations

B. Forensics

1. Conduct 15 forensics on computers in the field using EnCase
 - a. Primary goal is to recognize the possession of contraband and/or identify live victims immediately

C. Prosecution

1. Present 12 cases for prosecution

D. Capacity Building

1. Complete membership process for Los Angeles Unified School District Police Department
 - a. Signed MOA
 - b. LAICAC Task Force now at 12 law enforcement agencies
2. Complete membership process for Long Beach Police Department

- a. Signed MOA
- b. LAICAC Task Force now at 13 law enforcement agencies
3. Identify 2 additional agencies interested in joining the LAICAC Task Force
 - a. Orange County
 - b. San Bernardino County
 - c. Ventura County

E. Public Education

1. Provide 12 public safety presentations
 - a. Schools
 - b. Parent groups
 - c. Media

January 1 – March 30, 2009

A. Investigations

1. Download, review, and process approximately 100 CyberTips from NCMEC
2. Investigate approximately 70 of the CyberTips
3. Report back to NCMEC on all CyberTips received
4. Conduct 12 proactive Internet investigations

B. Forensics

1. Conduct 15 forensics on computers in the field using EnCase
 - a. Primary goal is to recognize the possession of contraband and/or identify live victims immediately

C. Prosecution

1. Present 12 cases for prosecution

D. Capacity Building

1. Continue negotiations with 2 additional agencies interested in joining the LAICAC Task Force
 - a. Orange County
 - b. San Bernardino County
 - c. Ventura County

E. Public Education

1. Provide 12 public safety presentations
 - a. Schools
 - b. Parent groups
 - c. Media

April 1 – June 30, 2009

A. Investigations

1. Download, review, and process approximately 100 CyberTips from NCMEC
2. Investigate approximately 70 of the CyberTips
3. Report back to NCMEC on all CyberTips received
4. Conduct 12 proactive Internet investigations

B. Forensics

1. Conduct 15 forensics on computers in the field using EnCase
 - a. Primary goal is to recognize the possession of contraband and/or identify live victims immediately

C. Prosecution

1. Present 12 cases for prosecution

D. Capacity Building

1. Continue application process for 2 additional agencies
 - a. Signed applications
 - i. Orange County
 - ii. San Bernardino County
 - iii. Ventura County

E. Public Education

1. Provide 12 public safety presentations
 - a. Schools
 - b. Parent groups
 - c. Media

July 1 – September 30, 2009

A. Investigations

1. Download, review, and process approximately 100 CyberTips from NCMEC
2. Investigate approximately 70 of the CyberTips
3. Report back to NCMEC on all CyberTips received
4. Conduct 12 proactive Internet investigations

B. Forensics

1. Conduct 15 forensics on computers in the field using EnCase
 - a. Primary goal is to recognize the possession of contraband and/or identify live victims immediately

C. Prosecution

1. Present 12 cases for prosecution

D. Capacity Building

1. Complete membership process for one additional agency from either Orange, San Bernardino or Ventura County
 - a. Signed MOA
 - b. LAICAC Task Force now at 14 law enforcement agencies

E. Public Education

1. Provide 12 public safety presentations
 - a. Schools
 - b. Parent groups
 - c. Media

October 1 – December 2009

A. Investigations

1. Download, review, and process approximately 100 CyberTips from NCMEC
2. Investigate approximately 70 of the CyberTips
3. Report back to NCMEC on all CyberTips received
4. Conduct 12 proactive Internet investigations

B. Forensics

1. Conduct 15 forensics on computers in the field using EnCase

- a. Primary goal is to recognize the possession of contraband and/or identify live victims immediately

C. Prosecution

1. Present 12 cases for prosecution

D. Capacity Building

1. Complete membership process for one additional agency from either Orange, San Bernardino or Ventura County
 - a. Signed MOA
 - b. LAICAC Task Force now at 15 law enforcement agencies

E. Public Education

1. Provide 12 public safety presentations
 - a. Schools
 - b. Parent groups
 - c. Media

2. RESUMES FOR KEY PERSONNEL

As a supervisor, I monitored the activities of officers in the field. Their response to calls for service, interaction with the public, enforcement of laws and meeting the Department's goals. This was done both in the patrol as well as the Gang Enforcement functions. I managed and controlled major field incidents from missing children to barricaded suspects and Officer involved shootings. I also monitored the implementation and presentation of the DARE curriculum at the Elementary, Junior High and High School levels. During my time at Internal Affairs, I learned the intricacies of a thorough and complete complaint investigation and the nuances of the Department's disciplinary philosophy and its application. Not only through the investigation phase but also through the presentation of the Department's case at a Board of Rights hearing.

Police Lieutenant (December, 1997 – January, 2002)

- Watch Commander - Hollenbeck
- Administrative Lieutenant – Rampart
- Assistant OIC at Legal Affairs Section
- Department Advocate - Internal Affairs Group

As a Lieutenant, I further honed my administrative skills for the command level via Letters of Transmittal, recommendations on complaints and various administrative projects germane to the watch commander's desk and the newly created Administrative Lieutenant position at Rampart. My assignment to Rampart was predicated from the development and the outbreak of the "Rampart Corruption Scandal". My selection was based on my past performance as to integrity and my knowledge and exposure to the Department's disciplinary system. After a brief exposure to our Legal Affairs Section, I was appointed for the Department Advocate position where I oversaw the training and presentation of Department Board of Rights at the height of the Rampart cases being completed and ready for adjudication.

Police Captain (January, 2002 – Present)

- Commanding Officer, Newton Operations Support Division
- Commanding Officer, Newton Patrol Division
- Commanding Officer, Van Nuys Patrol Division
- Commanding Officer, Juvenile Division

As a Commanding Officer I have been involved in all facets of the running of a division. Detectives, patrol, gang units, vice and administrative personnel have all been under my direct purview and responsibility. As a Commanding Officer, I have managed the many administrative tasks, but also been involved in community outreach through meetings and/or events. I respond to and manage major field incidents. These have ranged from Homicide scenes to Officer Involved Shootings where we have suffered the loss of an officer, to high profile child abuse and sexual abuse of children cases. I have been commended by all levels of the Department for my handling of these incidents.

PROFESSIONAL
MEMBERSHIPS

Latin American Law Enforcement Association
Command Officers Association, LAPD
Los Angeles County Police Officers Association

LANGUAGES

Spanish (Fluent in speaking, reading and writing)
French (Basic conversational)

COMMUNITY
ACTIVITIES

Soccer Coach for the American Youth Soccer Organization
Volunteer at Our Lady of Peace School in North Hills

INTERESTS AND
HOBBIES

I enjoy spending time with my kids, reading, amateur hiking, camping and a good movie.

Andrea Grossman
150 N. Los Angeles Street
Los Angeles, California 90012
(213) 485-4831

OBJECTIVE

To work with the men and women of the Police Department and the community to provide the optimal level of public safety for all residents and to employ the policing profession's "best practices" in leading the organization to its fullest potential

EDUCATION

CALIFORNIA STATE UNIVERSITY, Long Beach, CA, 2004
Master's of Science, Emergency Services

UNIVERSITY OF LAVERNE, La Verne, CA 2000
Bachelor's of Science, Organization Management

EMPLOYMENT

1990 to present: Los Angeles Police Department- 150 North Los Angeles Street
Los Angeles, California

Police Lieutenant

- Served as a supervisor for various entities within the LAPD
- Decisive and results oriented leader with a proven commitment the community we serve
- Experience in patrol, administrative, detective assignments
- Department Advocate for Board of Rights
- Experience in conducting personnel investigations and employee disciplinary matters
- Managed personnel issues; trained and mentored new Officers
- Implemented procedures for crowd control and large numbers of tourists in Democratic National Convention
- Functioned as Incident Commander overseeing Officers including officer involved shootings, barricaded suspects, and hostage situations
- Participated on entry-level and promotional oral boards

CIVIL SERVICE CLASSIFICATION HISTORY

Lieutenant I Harbor Area (2006-2008)

Lieutenant I- United Kingdom Fulbright Fellowship (2006)

Sergeant II- Professional Standards Bureau Advocate (2003-2005)

Sergeant II- Central Traffic Division Assistance Watch Commander (2002-2003)

Sergeant II- Internal Affairs Division Advocate (2001-2002)

Sergeant I- 77th Street Patrol- Patrol Supervisor, Officer in Charge, Bicycle Unit (1999-2000)

Sergeant I- Metropolitan Jail Section- Supervisor (1998-1999)
Sergeant I Rampart Division- Patrol Supervisor (1997-1998)
Senior Lead Police Officer- Harbor Area (1995-1997)
Police Officer III Staff Researcher-Traffic Coordination Section (1993-1995)
Police Officer II-Southwest Division (1993-1994)
Police Officer I-Newton Division (1991-1992)
Recruit Officer-Training Division (1991)
Reserve Police Officer Hollywood Division (1990-1991)

CERTIFICATIONS

California Commission on Peace Officers & Standards & Training (POST) Certifications:

- Basic, Intermediate, Advanced, and Supervisory

SPECIALIZED EDUCATION AND INSTRUCTION

2800 hours of Certified Specialized Training in managerial, supervisory, and technical training including:

- Delinquency Control Institute
- Robert Presley Institute of Criminal Investigations (ICI)
- West Point Leadership Program
- ICI-Internet Crime Advance
- ICI-Internet Crime Intermediate
- ICI-Internet Crime Basic
- Supervisory Leadership Institute
- Watch Commander School
- Basic Supervisor School
- Firearms-Semiautomatic Pistol-
- Crowd Management February
- Incident Command System
- Post Management Course
- Crisis Negotiation Advance
- Supervisor Training Program
- National Incident Management System (NIMS) IS-700, IS-800, IS-100, IS-200
- Retaliation Prevention
- Bicycle Instructor
- Instructor Development
- Sexual Harassment Prevention for Supervisors
- Risk Management IS Teams II Supervisor
- Teams II Risk Management IS Chain of Command
- Use of Force and Crisis Intervention Tactics
- Ethics In Law Enforcement
- S&K #240 Officer Rapid Development
- Administrative Investigations
- Cultural Division, Tools for Tolerance II (Racial Profiling)
- Weapons of Mass Destruction

- Mental Illness Update (S&K 251)

AWARDS

- Fulbright Fellowship in the United Kingdom
- United States Congresswoman Jane Harman- Recognition award for community
- International Associations of Chief of Police Weber Seaver
- Sherwood Award for Combating Hate Crimes
- Los Angeles City award of Productive and Quality Service
- Los Angeles County Building Bridges Award
- Harbor Gateway Community

Brenda Pauly
150 N. Los Angeles Street
Los Angeles, California 90012
(213) 847-5358

PROFESSIONAL OBJECTIVE

Leadership skills as required to focus the efforts of subordinates, take control of situations and personnel matters, delegate effectively, inspire confidence, motivate others, develop personnel, provide direction, mediate conflict and set a positive example.

CERTIFICATES AND TRAININ

- Supervisory Leadership Institute
- Delinquency and Control Institute
- Internal Affairs Investigations
- Homicide Investigation Course
- Supervisory Development Course
- Juvenile Procedures School
- Watch Commander School
- Basic Detective Course
- Sexual Assault Investigation Course
- Narcotics Investigation Course
- Advanced Post Certificate
- ICAC Investigative Techniques
- ICAC Unit Supervisory Training
- Project Safe Childhood Training
Advanced

EXPERIENCE

- Present **INTERNET CRIMES AGAINST CHILDREN** **Detective III**
Supervised the operations of the Los Angeles Regional Internet Crimes Against Children Task Force
- 2/99-1/08 **JUVENILE DIVISION** **Detective III**
Supervised homicide and critical child abuse investigations, responded to major crime scene investigations and evaluated the nature of the incident in order to formulate a plan of action and direct the investigation. Managed unit operations and oversee liaisons with medical personnel, the district attorney and pertinent child advocates. Supervised and researched assignments from Department staff officers
- 8/98-1/99 **INTERNAL AFFAIRS DIVISION** **Sergeant II**
Received and completed domestic violence complaint investigations through interviews, interrogations, and the collection and evaluation of evidence in order to document allegations of misconduct and to uphold Department standards.

- 12/96-7/98 **NORTHEAST DIVISION-ADJUTANT** **Sergeant I**
 Interacted and maintained liaison with divisional personnel, Department, government, and private-citizens on behalf of the commanding officer. Ensured audits of division and Department entities completed by supervision to reflect a thorough evaluation and appropriate action.
- 2/95-11/96 **NORTHEAST DIVISION-DETECTIVES** **Detective II**
 Conducted homicide investigations, trained Department employees on a one-to-one or group basis in crime scene investigation techniques, interview techniques, case filing procedures, report preparation, and other related areas in formal or informal classroom situations such as roll call training, detective meetings, training days, and detective schools.
- 1/94-2/95 **NORTHEAST DIVISION-PATROL** **Sergeant I**
 Provided leadership as required to focus the efforts of subordinates, took control of field situations and personnel matters, inspired confidence, motivated others and mediated conflict.
- 10/93-1/94 **NORTHEAST DIVISION-DETECTIVES** **Detective I**
 Conducted homicide investigations, responded to major crime scene investigations and evaluated the nature of the incident in order to formulate a plan of action and direct the investigation of the incident. Interviewed victims and witnesses, interrogated criminal suspects, preserved evidence, prepared and presented cases for district attorney filing.
- 9/90-10/93 **RAMPART DIVISION-DETECTIVES** **Police Officer III**
 Conducted sexual assault and child abuse investigations by interviewing victims, witnesses, and complainants in order to determine a possible criminal act. Prepared cases for district attorney filing, testified in court to ensure criminal prosecutions. Prepared and executed search and arrest warrants.
- 12/87-8/90 **PACIFIC DIVISION** **Police Officer III**
 Worked as an undercover officer in vice operations. Conducted bookmaking, alcohol, lewd and prostitution investigations. Also, worked as a patrol field-training officer. Trained probationary employees, field and Department procedures.
- 6/85-11/87 **77th/ SOUTHEAST/JAIL DIVISION** **Police Officer II**
 Assigned to a motorized footbeat within the projects. Patrolled high crime areas. Performed Jail Operations
- 5/84-6/85 **PACIFIC DIVISION** **Police Officer I**
 Probationary officer, trained in field operations, Department policy and procedures.
- 12/83-5/84 **POLICE ACADEMY** **Recruit Officer**
 Received training in firearms, law, report writing, and tactics.

EDUCATION

LOS ANGELES POLICE ACADEMY

LOS ANGELES CITY COLLEGE

UNIVERSITY OF SOUTHERN CALIFORNIA

3. LETTERS OF SUPPORT AND MEMORNADUM OF UNDERSTANDING

A Memorandum of Understanding for the United States Attorney's Office is attached.

The Los Angeles County District Attorney's Office does not enter into Memorandum of Understanding as a policy. Therefore, the agency provided a letter of support.

The LAPD is negotiating new agreements with the LAICAC members. When the agreements are executed, copies will be provided to OJJDP.

MEMORANDUM OF UNDERSTANDING

between OJJDP, U.S. Attorney and ICAC Task Force.

PARTIES

The grantee, City of Los Angeles, Los Angeles Police Department (LAPD), is the recipient of a United States Department of Justice (DOJ), Office of Justice Program (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet crimes against children (ICAC), and the grantee utilizes this grant for the sole purpose of administering and operating an ICAC Task Force. The grantee agrees to work with the Office of the United State Attorney for the Central District of California to support and advance the goals of Project Safe Childhood, a DOJ initiative.

The parties to this Memorandum of Understanding (MOU) are the grantee, OJJDP, and the United States Attorney's Office for the Central District of California.

OVERVIEW / MISSION STATEMENT

OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to child pornography cases and the sexual assault and abuse of children facilitated by technology. Financial assistance from OJJDP provides monies for the investigative and forensic work of the grantee, 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 approach to investigating and prosecuting ICAC cases. The grantee acknowledges that all ICAC Task Forces act as partners in a nationwide effort to combat child exploitation facilitated through the use of technology.

ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses. The national policy objectives for ICACs are: (1) increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of ICAC-qualifying (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to ICAC offenses;

(4) enhance the nationwide response to ICAC offenses; and (5) develop and deliver ICAC public awareness and prevention programs.

The primary purpose of the ICAC Task Force program is to investigate, prosecute, and ~~detect the production, production, and distribution of child pornography and the~~ utilization of the Internet to seek children as sexual victims.

PURPOSE

The purpose of this MOU is to define the responsibilities of the grantee, an ICAC Task Force, and the U.S. Department of Justice.

INVESTIGATIONS

ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

It is the mission of the grantee to identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography. As part of the primary mission, the ICAC Task Force must be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or child pornography offenses. The grantee must also sponsor community education efforts regarding the prevention of internet crimes against children and provide ICAC training to other state and local law enforcement officials.

As part of its primary mission, each ICAC Task Force will:

1. Conduct undercover ICAC investigations; and
2. Conduct reactive investigations for which venue lies within the ICAC Task Force's jurisdiction(s), including investigations of child pornography, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

The grantee will ensure that:

(1) only sworn law enforcement personnel will conduct undercover ICAC investigations, (2) each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations, and (3) 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 your grant with OJJDP.

Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The grantee agrees to use the guidelines in the ICAC Investigatives Standards to prioritize cases:

An additional role of ICAC Task Forces is to educate both children and parents regarding online dangers, and empower them with information so they may surf the Internet in safety. Task force personnel will conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business community, and other individuals concerned about Internet child safety issues.

GOALS FOR CASES PROSECUTED

Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The grantee agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent, (a) reflect the seriousness of the offense, (b) promote respect for the law, (c) provide just punishment for the offense, (d) afford adequate deterrence to criminal conduct, (e) protect the public from further crimes of the defendant, and (f) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner. Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

The United States Attorney's Office for the Central District of California will provide federal prosecution support for the Task Force and has committed to prosecute cases investigated by the ICAC Task Force Agencies.

LIABILITY

The grantee 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 MOU.

REPORTING STATISTICS

The grantee will provide quarterly reports to the Department of Justice on the ICAC Case Tracking Form. The grantee is responsible for reporting data of its subgrantees as part of this unified report.

TRAINING

The grantee shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

MEDIA

Media outreach on cases must be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules.

CONFIDENTIALITY

It is understood that 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 or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

CONSISTENCY

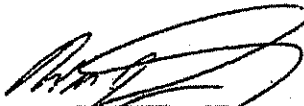
No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

EFFECTIVE DATE

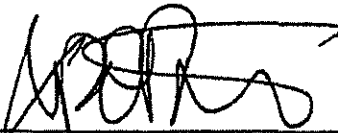
This agreement shall be effective on October 1, 2007 and continue until such time as federal funding for the Grant ends or the agreement is canceled by either party upon written notice delivered to both agency directors.

Entered into this _____ day of _____ 2007.

J. ROBERT FLORES, Chief of Police
For the Office of Juvenile Justice and Delinquency Prevention



WILLIAM J. BRATTON, Chief of Police
For the ICAC Task Force grantee, City of Los Angeles, LAPD



~~GEORGE CARDONA, Assistant Attorney General~~
For the United States Attorney's Office, Central District of California
THOMAS P. O'BRIEN
United States Attorney



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

STEVE COOLEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney

SHARON J. MATSUMOTO
Assistant District Attorney

January 30, 2006

Chief William J. Bratton
Los Angeles Police Department
150 North Los Angeles Street
Los Angeles, CA 90012

Dear Chief Bratton:

The Los Angeles County District Attorney's Office supports the Los Angeles Police Department's application for funding to support the Internet Crimes Against Children grant program in the City of Los Angeles. If this program is funded, we agree to work with the Los Angeles Police Department to provide maximum assistance to child victims of computer-facilitated crimes. Subject to availability, staff of the District Attorney's Office will attend scheduled meetings of the Internet Crimes Against Children Taskforce, to address issues of mutual interest and concern that may include best practices related to writing thorough police reports and tracking cases filed and their status.

The Office of the Los Angeles District Attorney has sole and independent prosecutorial discretion to determine which matters should be filed as felony criminal cases and to accord objective and impartial consideration to each individual case, including options relating to pleas and sentencing. Prosecutors who are assigned to cases involving children victimized through the Internet will appropriately and independently perform their duties in accordance with rules of ethics and professional responsibility governing the actions of prosecutors.

Very truly yours,

STEVE COOLEY
District Attorney

By

A handwritten signature in black ink, appearing to read "Sharon J. Matsumoto".

SHARON J. MATSUMOTO
Assistant District Attorney

tlb

18-217 Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, CA 90012
(213) 974-9877

OPERATIONAL AGREEMENT
between the Los Angeles Police Department and
The Office of the City Attorney

This Operational Agreement documents the agreement between the Los Angeles Police Department, hereinafter referred to as LAPD, and the Los Angeles City Attorney's Office, herein referred to as the City Attorney's Office, to work together on the Los Angeles Regional Internet Crimes Against Children (ICAC) Task Force Program, hereinafter, the LAICAC Task Force Program. The goal of the Program is to provide maximum available assistance to child victims of Internet crimes or sexual exploitation. To this end, each agency agrees to participate in the LAICAC Task Force Program by coordinating/ providing the following services:

The LAPD will coordinate the following services with the Office of the City Attorney:

- Provide Program staff to be available to the Office of the City Attorney for service provision through the LAICAC Task Force Program.
- Regularly scheduled meetings will take place between the LAPD and the Office of the City Attorney. These meetings will address the following:
 1. Evaluating existing protocols and procedures to address crimes against children on the Internet and/or who have been sexually exploited.
 2. Developing new coordinated protocols as needed.
 3. Improving police reports against individuals suspected of crimes against children on the Internet and/or sexually exploited children to assist prosecutors in evaluating a case for filing.
 4. Improving communication and cooperation between agencies.
 5. Reviewing pending cases and their status.

In addition, the Office of the City Attorney agrees to provide the following service:

- To provide services through the Victim-Witness Assistance Program to children and/or juveniles under the age of 13 who are victims of computer-facilitated crimes and/or who have been sexually exploited. Internet and/or who have been sexually exploited. Services will be provided to the extent that they are available under the guidelines of City Attorney's program.

We, the undersigned, as authorized representatives of the LAPD and the City Attorney's Office, do hereby approve this document.

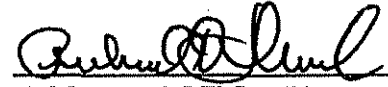
LOS ANGELES POLICE
DEPARTMENT

LOS ANGELES CITY
ATTORNEY'S OFFICE

By

WILLIAM J. BRATTON
Chief of Police

By



Sen ROCKARD J. DELGADILLO
City Attorney

Date

Date

11/24/06

4. GEOGRAPHIC INFORMATION & MAPS

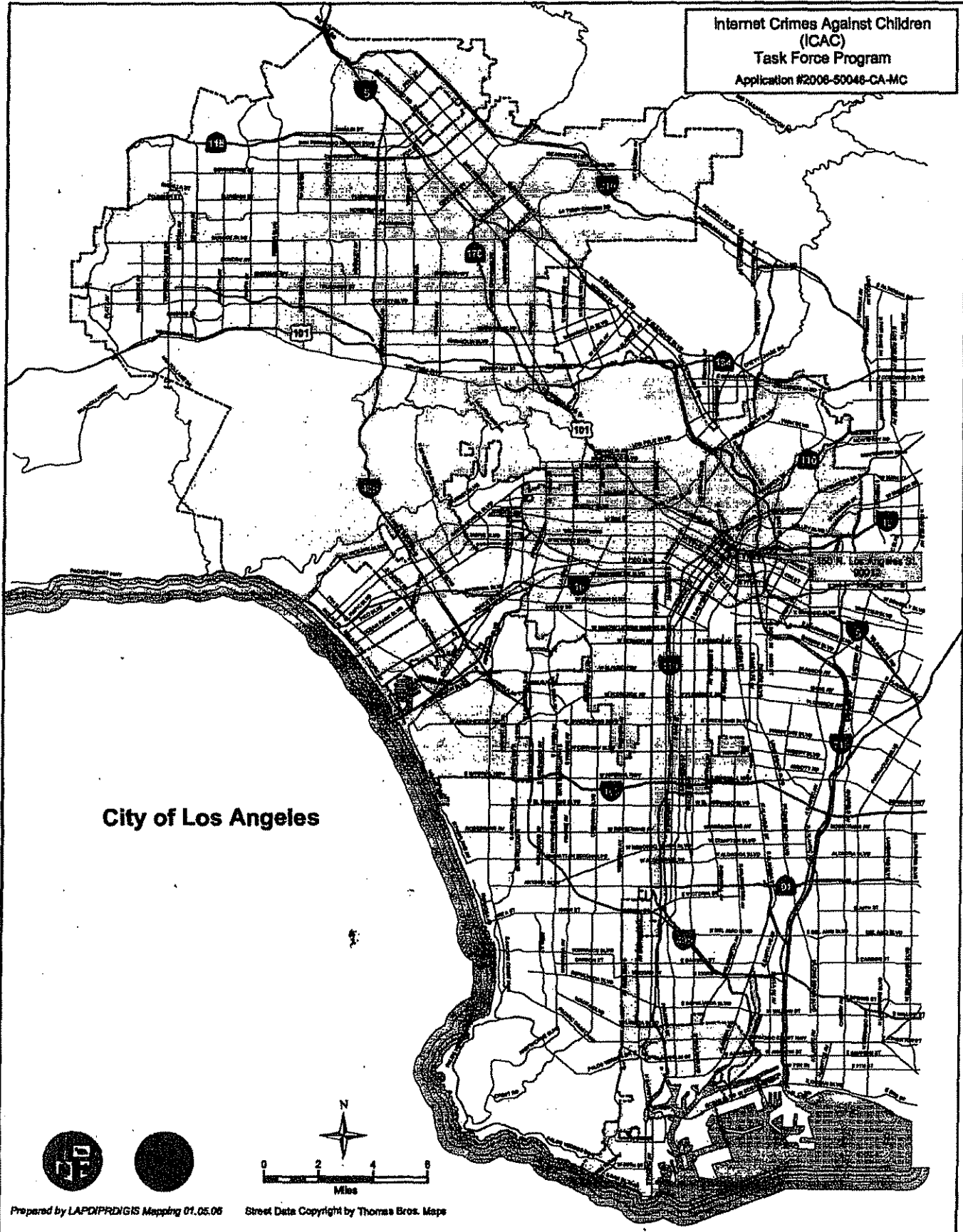
Los Angeles Police Department
150 N. Los Angeles Street
Los Angeles, CA 90012

Glendale Police Department
131 North Isabel Drive
Glendale, CA 91206

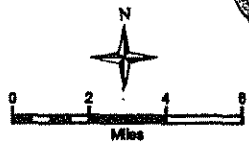
Pasadena Police Department
207 North Garfield Avenue
Pasadena, CA 91101

Torrance Police Department
3300 Civic Center Drive
Torrance, CA 90503

Internet Crimes Against Children
(ICAC)
Task Force Program
Application #2008-50048-CA-MC



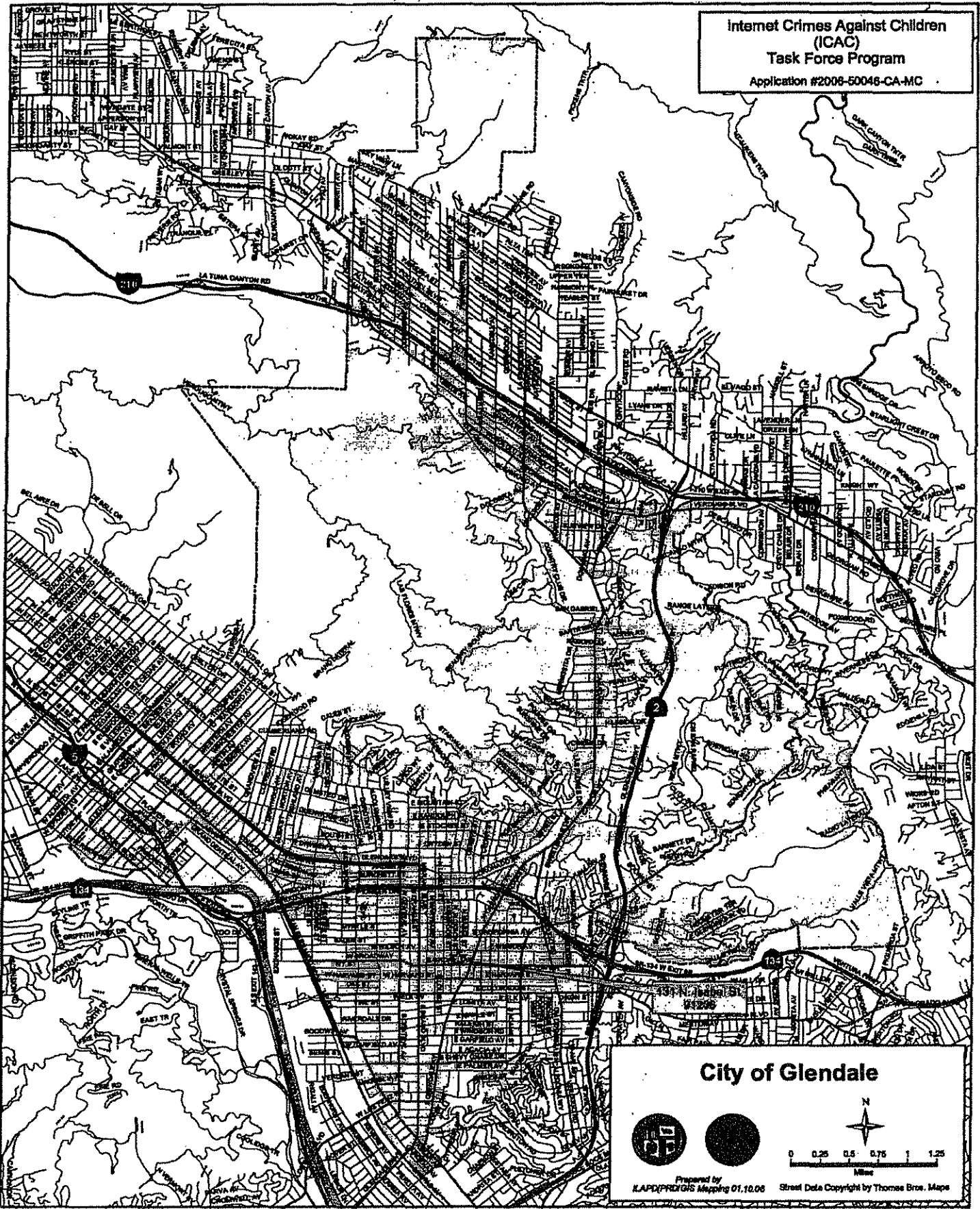
City of Los Angeles



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Internet Crimes Against Children
(ICAC)
Task Force Program
Application #2008-50048-CA-MC

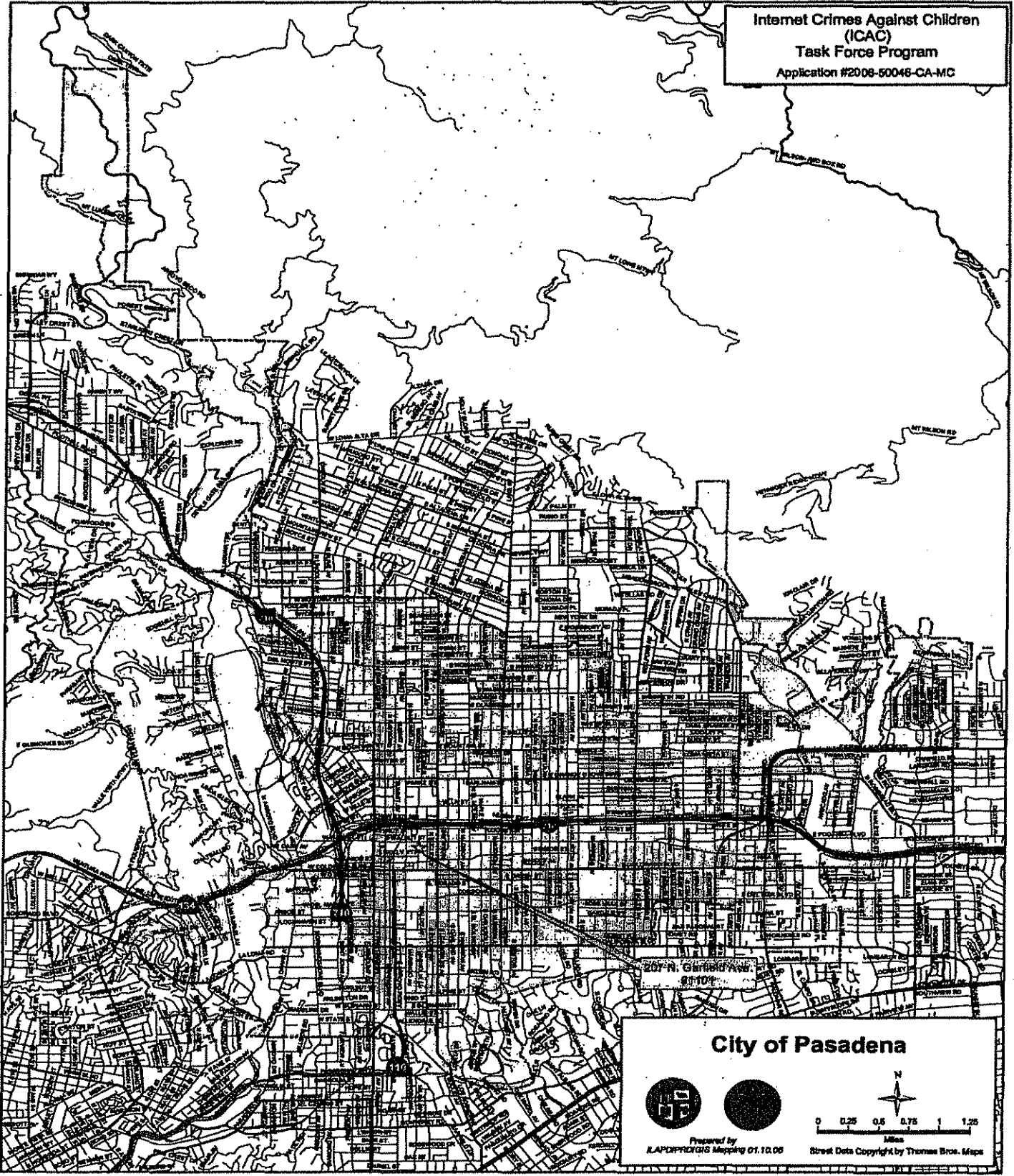


City of Glendale



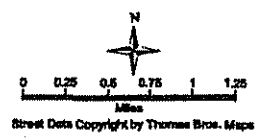
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Internet Crimes Against Children
(ICAC)
Task Force Program
Application #2008-60046-CA-MC



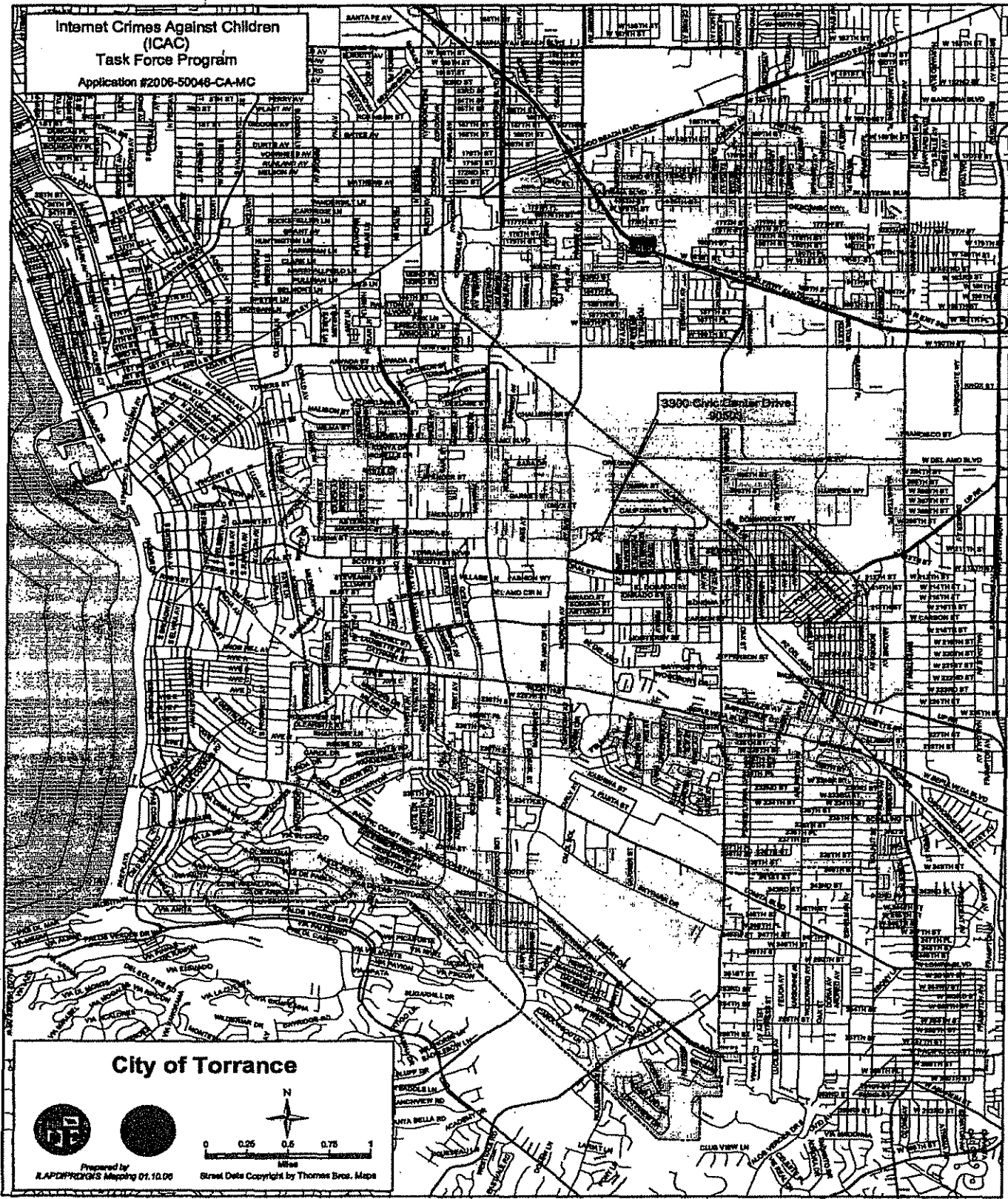
City of Pasadena

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LAPD/PRGIS Mapping 01.10.06



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Internet Crimes Against Children
(ICAC)
Task Force Program
Application #2006-50048-CA-MC



City of Torrance



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AGREEMENT

INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM

Contractor:

Said Agreement is Number _____ of City Contracts

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES, THROUGH THE LOS ANGELES POLICE DEPARTMENT, THE GLENDALE POLICE DEPARTMENT, THE PASADENA POLICE DEPARTMENT, THE TORRANCE POLICE DEPARTMENT, THE REDLANDS POLICE DEPARTMENT, VENTURA COUNTY SHERIFF'S DEPARTMENT, THE SAN BERNARDINO SHERIFF'S DEPARTMENT AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM

THIS AGREEMENT is made and entered into by the City of Los Angeles, a municipal corporation (hereinafter known as the "City,") through the Los Angeles Police Department (hereinafter known as the LAPD), the City of Glendale, a governmental entity, through Glendale Police Department, the City of Pasadena, a governmental entity, through the Pasadena Police Department, the City of Torrance, a governmental entity, through the Torrance Police Department, the City of Redlands, a governmental entity, through the Redlands Police Department, the County of Ventura, a governmental entity through the Ventura County Sheriff's Department, the County of San Bernardino, a governmental entity, through the San Bernardino Sheriff's Department, and the Los Angeles Unified School District, a governmental entity, through the Los Angeles Unified School District Police Department. Throughout this Agreement, each party other than the City of Los Angeles may be referred to as the "Contractor," or "Member Agency."

W I T N E S S E T H

WHEREAS, the Los Angeles Police Department, hereinafter called the LAPD, has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various criminal justice grant activities; and

WHEREAS, the LAPD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the LAPD budget by the U.S. Department of Justice ("Grantor" or "DOJ") pursuant to the Juvenile Justice and Delinquency Prevention Act ("JJDP"); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, the LAPD was designated as the lead agency by Office of Juvenile Justice and Delinquency Prevention ("OJJDP") to establish an Internet Crimes Against Children ("ICAC") Task Force Program ("Task Force") in the Regional Los Angeles area,

organizing and educating other law enforcement agencies about computer facilitated crimes against children;

WHEREAS, the LAPD, pursuant to the ICAC Task Force Program Grant mandates, must lead a Task Force and educate those law enforcement agencies participating in the Task Force about computer facilitated crimes against children by utilizing funding provided by OJJDP;

WHEREAS, the LAPD now wishes to provide other law enforcement agencies funds for training, travel, overtime, and any other grant appropriate goods and services;

WHEREAS, the City and the Member Agencies are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number [REDACTED] dated [REDACTED]) authorizes the LAPD to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Member Agencies agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City, a municipal corporation, through the Los Angeles Police Department ("LAPD"), having its principal office at 200 North Main Street, Los Angeles, California 90012; and
- B. The City of Glendale, a governmental entity, through the Glendale Police Department, having its principal office at 613 E. Broadway Street, Glendale, CA 91206; and
- C. The City of Pasadena, a governmental entity, through the Pasadena Police Department, having its principal office at 117 E. Colorado Boulevard, Pasadena, CA 91105; and
- D. The City of Torrance, a governmental entity, through the Torrance Police Department, having its principal office at 3031 Torrance Boulevard, Torrance, CA 90503.
- E. The City of Redlands, a governmental entity, through the Redlands Police Department, having its principal office at 30 Cajon Street, Redlands, CA 92373.
- F. The County of San Bernardino, through the San Bernardino Sheriff's Department, having its principal office at 655 East Third Street, San Bernardino, CA 92415.
- G. The County of Ventura, through the Ventura County Sheriff's Department, having its principal office at 800 South Victoria Avenue, Ventura, CA 93009.
- H. The Los Angeles Unified School District, through the Los Angeles Unified School District Police Department, having its principal office at 1330 West Pico Boulevard, Los Angeles, CA 90015.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
 - 1. The representative of the City of Los Angeles shall be, unless otherwise stated in the Agreement:

William J. Bratton, Chief of Police
Los Angeles Police Department
150 North Los Angeles Street, Room 619
Los Angeles, CA 90012

2. The representative of the City of Glendale shall be, unless otherwise stated in the Agreement:

Randy G. Adams, Chief of Police
Glendale Police Department
131 N. Isabel Street
Glendale, CA 91206

3. The representative of the City of Pasadena shall be, unless otherwise stated in the Agreement:

Christopher O. Vicino, Chief of Police
Pasadena Police Department
207 North Garfield Avenue
Pasadena, CA 91101

4. The representative of the City of Torrance shall be, unless otherwise stated in the Agreement:

John J. Neu, Chief of Police
Torrance Police Department
3300 Civic Center Drive
Torrance, CA 90503

5. The representative of the City of Redlands shall be, unless otherwise stated in the Agreement:

James R. Bueermann, Chief of Police
Redlands Police Department
30 Cajon Street
Redlands, CA 92373

6. The representative of the San Bernardino Sheriff's Department shall be, unless otherwise stated in the Agreement:

Gary Penrod, Sheriff
San Bernardino County Sheriff's Department
655 E. Third Street
San Bernardino, CA 92415

Bob Brooks, Sheriff
Ventura County Sheriff's Department
800 South Victoria Avenue
Ventura, CA 93009

Lawrence E. Manion, Chief of Police
Los Angeles Unified School District Police Department
1330 West Pico Boulevard
Los Angeles, CA 90015

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Notice of Changes

Task Force Member Agencies shall notify the City, within five (5) calendar days (including weekends and holidays) of changes affecting this Agreement including: 1) any amendments of documents; 2) actions which would change a Member Agency's legal status; or 3) any action which may materially change the performance of this Agreement (i.e., bankruptcy, dissolution, merger).

§104. Independent Contractor

Task Force Member Agencies are acting hereunder as independent contractors and not as agents or employees of the City. No employee of the Task Force Member Agencies has been, is, or shall be an employee of the City by virtue of this Agreement, and the Task Force Member Agencies shall so inform each employee organization and each employee who is hired or retained under this Agreement. Task Force Member Agencies shall not represent or otherwise hold out themselves or any of their directors, officers, partners, employees, or agents to be agents or employees of the City.

§105. Conditions Precedent to Execution of This Agreement

Participation by Member Agencies in the ICAC Task Force program is contingent upon the following:

- A. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section §415.A.12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification and Disclosure Regarding Lobbying in accordance with Section §415.A.4 of this Agreement and attached hereto as Exhibit B and made a part hereof. Each Member Agency shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by the Agency.

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on [REDACTED] and end on [REDACTED], unless terminated earlier or extended, in whole or in part, or for any additional period of time as is required to complete protocols, as herein provided.

§202. Background

A. Purpose

The purpose of this Agreement is to establish the Los Angeles Regional Area ICAC Task Force Program, to enunciate its mission, to encourage and foster cooperation and case coordination among local law enforcement agencies, to facilitate investigations and to prescribe the relationship of the participating agencies.

B. Task Force Program Title

The Program shall be called: the Los Angeles Regional Internet Crimes Against Children Task Force Program, hereinafter, the "LAICAC Task Force Program."

C. Mission

Recognizing the threat to health and safety of children that is brought about from their increasing presence online and the lure of predators searching for unsupervised contact with underage victims, the OJJDP seeks to enhance the nationwide response to child victimization by maintaining and expanding State and local law enforcement network composed of ICAC Task Forces. It encourages communities to develop multijurisdictional, multiagency responses,

including the prevention, interdiction and investigation of sexual exploitation offenses committed by offenders who use online technology to victimize children. The ICAC Task Force Program will address the need for investigations, protocols in investigating and transferring cases, collecting evidence, identifying and apprehending suspected perpetrators and assisting child victims.

§203. Organization of the Task Force and Definitions

Persons, agencies, and activities will be classified as follows:

A. Law Enforcement Agency

Law Enforcement Agency is any public agency that enforces the laws of the State of California and/or the laws of the United States.

B. Definition of Online Investigation

The term, online, refers to the state of being connected to the Internet, generally through a network, a modem, or an Internet Service Provider (ISP). An online investigation takes place while being connected to the Internet.

C. Office of Juvenile Justice and Delinquency Prevention

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) is a branch of the United States Department of Justice that is designated to administer the ICAC Task Force Program.

D. ICAC Task Force Program Working Group

The ICAC Task Force Program Working Group is comprised of the Command staff of all lead agencies of the ICAC Task Force Program Grant, throughout the United States. The Board meets on a quarterly basis to make recommendations and to discuss trends and patterns in the investigation of crimes against children facilitated through the Internet, online communication systems or other computer technologies.

E. Regional (Metropolitan) Los Angeles Area

For the purposes of the ICAC Task Force Program Grant, the Los Angeles regional (metropolitan) area is defined as cities and towns within, and including, Los Angeles County, Kern County, Orange County, San Bernardino County, Santa Barbara County, San Luis Obispo County and Ventura County.

F. Lead Agency

Because of its grant oversight responsibility, the LAPD will serve as the lead law enforcement agency and will be responsible for coordinating the day-to-day operations of the Task Force, as well as ensuring compliance with policies and procedures issued by the United States Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP). A copy of these guidelines shall be issued to participating Agencies, and is incorporated herein by reference.

Responsibility for the overall policy and direction of the Task Force shall rest with the OJJDP and the LAPD.

G. Member Agencies

Member Agencies are those public, law enforcement agencies who are parties to this Agreement.

H. Task Force Members

Task Force Members are law enforcement agents and/or personnel who have been selected by the Member Agencies and approved by the LAPD for their skills or qualifications to serve as representatives of their agencies to the ICAC Task Force Program.

I. ICAC Program Manager

The ICAC Program Manager is an employee of OJJDP who oversees the ICAC Task Forces, (hereinafter known as "Program Manager").

J. LAPD ICAC Program Director

The LAPD will select a Program Director, under the supervision of the Commanding Officer, Juvenile Division. A sworn employee of the Los Angeles Police Department (hereinafter known as the "Program Director") with supervisory experience, the individual will oversee the LAICAC Task Force Program.

K. LAPD ICAC Coordinator

The LAPD ICAC Coordinator (hereinafter known as the "Coordinator") is a sworn employee of the LAPD who has been assigned to the LAICAC Task Force Program by the Program Director to coordinate daily activities and operations.

§204. Services to be Provided

A. Financing Participation in the Task Force

Each Member Agency agrees to finance the participation of its personnel in the ICAC Task Force Program. The LAPD will not pay for salaries and/or any other costs that are not specified in this Agreement or a subsequent written Agreement.

B. Assigning an Individual to the LAICAC Task Force Program

Each Member Agency agrees to assign a designated sworn staff member to the LAICAC Task Force Program. The designated staff member will serve as an investigator on the LAICAC Task Force Program for the duration of the Agency's participation. Each Member Agency agrees to seek the permission of the LAPD prior to removing or reassigning the designated staff member from the ICAC Task Force Program. An agency may be terminated from participation in the Program if the designated staff member is reassigned or removed.

Moreover, each Member Agency agrees to select its sworn staff member for the LAICAC Task Force Program based upon successful work history, prior investigative experience, and proficiency with computers, including computer networks and the Internet, ability to testify in court, and a genuine interest in protecting children.

A Member Agency may add additional sworn staff members to the LAICAC Task Force Program with the written permission of the Los Angeles Police Department, and only after the individual has completed the OJJDP and LAPD training.

C. OJJDP Training

Each Member Agency agrees to assign the designated individual to attend all OJJDP training from ICAC Task Force Program providers, whenever the LAPD reasonably requests. Furthermore, each Member Agency acknowledges that each training period may last days or weeks. It also acknowledges that its designated sworn staff member will initially undertake a week of OJJDP training as part of the qualification and evaluation process, if the individual has not already undergone it.

D. LAPD Supervised Training

Each Member Agency agrees to allow its designated sworn staff member who attended the OJJDP training to be evaluated by the Los Angeles Police Department's Internet Crimes Against Children Unit within the first 90 days in order that the individual's qualifications may be assessed and that the individual may be assigned to additional training, as needed.

The LAPD will determine within 90 days after OJJDP training is completed whether the sworn staff member who is selected by the Agency is qualified to perform investigations of crimes against children, particularly through the Internet. If the sworn staff member is deemed qualified by the LAPD, the sworn staff member shall become a Task Force Member.

When evaluating the qualification of the sworn staff member from another agency, the LAPD will observe how well the individual assumes the persona of a child. In addition, the LAPD will study whether the individual can engage in an online and/or telephonic conversation with a suspected perpetrator that is not too leading and cannot be construed as entrapment.

The LAPD will have the sole discretion to determine the individual's qualifications. Moreover, each agency agrees to let its sworn staff member(s) know that the LAPD may elect to remove them from the Task Force without cause.

Each agency also agrees that failure for its sworn staff member to qualify is not cause for the individual's dismissal from employment and that the individual must be reassigned.

If within the first 90-day period, the LAPD determines that the sworn staff member is not qualified, the LAPD may elect to terminate this agreement and preclude the agency from further participation, or it may elect to extend the evaluation and training period by an additional 90 days. At the end of the 180 days, the LAPD may elect to terminate this agreement and preclude the agency from further participation in the ICAC Task Force Program if the agency's staff member shows no or very little improvement in skills as determined by the LAPD.

Once the initial OJJDP training and the LAPD Supervised Training have been completed successfully, the sworn staff member may conduct undercover Internet child predator investigations.

E. Participation in Task Force

Each Member Agency will agree to participate in the ICAC Task Force Program with other Member Agencies for the purpose of conducting investigations, developing protocols that address the investigation and transfer of cases to proper jurisdictions, the collection of evidence, and the identification and apprehension of suspected perpetrators. Each Task Force Member shall contribute a minimum of ten (10) hours for investigation and/or training plus any additional time that is required to provide reasonable technical assistance to non-member agencies as described in this Section.

F. Investigation

Member Agencies agree to investigate the exploitation and solicitation of children that is facilitated through computers and the Internet, and to investigate referrals from the National Center for Missing and Exploited Children (NCMEC) that the LAPD provides, and to coordinate the response when the crime is occurring in another jurisdiction.

G. ICAC Task Force Best Practices

Each Member Agency, including its staff, will adhere to the ICAC Task Force Program best practices as established by OJJDP based on the recommendations of the ICAC Task Force Working Group.

H. Complying with ICAC Task Force Programs

Each Member Agency, including its staff, shall comply with the ICAC Task Force Programs as established by the ICAC Task Force Working Group and approved by the OJJDP.

I. Task Force Member Qualifications

Each Member Agency will identify a sworn staff member who will be assigned to the LAICAC Task Force Program. Only those sworn individuals who complete the initial OJJDP training and are approved by the LAPD will become Task Force Members.

Task Force Members shall be the only individuals permitted to conduct ICAC online investigations or request a computer forensic examination, pursuant to (1) this agreement, (2) ICAC operational and investigative standards, and (3) applicable policies or procedures formulated by the lead agency. If another staff member of the agency obtains any leads pertaining to computer facilitated crimes against children, the individual shall turn over the investigation to the staff member assigned to the ICAC Task Force Program.

ICAC investigators will be evaluated by the LAPD for participation in the Task Force based upon their work history and prior investigative experience, familiarity with computers, including computer networks and the Internet, ability to testify in court, and a genuine interest in protecting children.

J. Percentage of Time Assigned to LAICAC Task Force Program

Each Member Agency agrees that the designated staff member will conduct LAICAC Task Force Program investigations and/or OJJDP training for at least ten (10) hours per week.

K. Supervision

The LAPD Program Director through the LAICAC Task Force Program Coordinator is responsible for coordinating the daily operational and administrative activities of the Task Force.

Each Member Agency is responsible for the supervision and personal and professional conduct of its LAICAC Task Force personnel.

L. Monthly Activity Reports

Each Member Agency agrees to have its designated sworn staff member assigned to the Task Force prepare and provide monthly activity reports fully detailing its ICAC investigations, particularly those online, and present statistical data. These activity reports will be forwarded to the Coordinator by the 10th day of each month. The Coordinator will compile and provide the information to the Program Manager.

M. Meetings

Each Member Agency agrees to have the designated staff member attend all meetings, including the quarterly meetings of the Task Force. Special meetings may be convened by the Coordinator to discuss an investigation or any other pertinent issues, and to arrange covert operations. These meetings will be in addition to the 10-hour, investigative commitment on the part of the agency.

N. Information Sharing

All Task Force members shall contribute case information for inclusion into the NCMEC database. The information to be provided shall include the following: Task Force information, offender's screen name, identifiers, and synopsis of investigation.

O. Technical Assistance

Upon request, Member Agencies of the LAICAC Task Force Program will provide technical assistance to non-Member Agencies that lack the requisite expertise or resources. Technical assistance shall also be reported on the Monthly Activity Report. Technical assistance is in addition to the 10 hours contributed for investigations and/or training.

P. Computer Forensic Laboratory

The LAPD will make its computer forensic laboratory available to a Member Agency each month for a single forensic examination if the Agency does not have

one of its own or does not have access to an equally qualified computer forensic laboratory.

Q. Release of Information

Dissemination of information and reports will be done on a need to know/right to know basis in compliance with existing state and federal laws. Questions about the appropriateness of releasing case information will be referred to the LAPD Program Director.

R. Media Relations

The Program Director will be responsible for coordinating the dissemination of information or press releases relating to the LAICAC Task Force Program activities and investigations. Time permitting, all Member Agencies will be notified prior to any press releases. All LAICAC Task Force Program releases will be joint, with equal opportunity for participation by all involved Agencies.

Media releases relating to ongoing prosecutions, crime alerts, or other matters concerning operations of the LAICAC Task Force Program shall be made through the Director.

No information pertaining to LAICAC Task Force Operations with other local law enforcement agencies will be released to the media without the prior approval of all agencies with an immediate investigative or prosecutorial interest in the case. Media releases may be made jointly by all agencies participating in the case. Media releases shall not include information regarding confidential investigative techniques.

S. Dedicated Workspace and Equipment

Each Member Agency must make available to the LAICAC Task Force Program sufficient workspace and office equipment in a secure area of its facility. The workspace must be away from public view to shield others from offensive and possibly disturbing images.

Once the Member Agency confirms it has established a workspace with office equipment and an undercover, Broadband Internet connection, the LAPD may loan an undercover computer to the Member Agency for use by the sworn staff member, if a loan is requested.

T. Computer Equipment & DSL Services

1. Computer Equipment

Each Member Agency agrees to only use a computer that is loaned or approved by the LAPD to perform the ICAC Task Force Program Investigations. In addition, each agency agrees to sign a separate agreement, if it requires a loan of a computer.

If the Member Agency desires to utilize its own computer or to purchase additional computers for use by its staff members assigned to the ICAC Task Force Program, the equipment, including software, must be properly acquired and licensed according to guidelines provided by the LAPD Program Director. In addition, the Agency must ensure that the computer(s) that are to be utilized cannot be traced back to the law enforcement agency. The ICAC Task Force Program investigations can be performed only on these computers.

In addition, a Member Agency must utilize the computer that is loaned by the LAPD for only ICAC Task Force Program investigations. The loaned computer cannot be utilized for any other purpose.

The Member Agency also agrees that the LAPD has the right to perform forensic audits on the computer that is loaned.

2. Broadband Services

Each Member Agency will provide and make available undercover Broadband services for the computer(s) employed for investigations of Internet crimes against children. Moreover, each Member Agency is responsible for the cost of installing cabling or technology that will enable the use of Broadband services.

U. Investigation Must be Performed Only on Agency Issued Computers & Only During Work Hours

The staff members assigned to the LAICAC Task Force Program must conduct investigation only on Member Agency issued or City of Los Angeles loaned computers and only during work hours. **If an Agency's staff member(s) violate this requirement by performing LAICAC Task Force Program investigation(s) on non-authorized computers, including personal computers, and/or on their own time, the LAPD will immediately terminate this Agreement and any other subsequent related agreements, and preclude the Agency from further participation in the Task Force.**

V. Communication and Safety Equipment

1. Communication Equipment

Each Member Agency will supply its staff member(s) of the LAICAC Task Force Program with a two-way radio, and either a cellular telephone and/or pager. Staff members will provide their cellular telephone and/or pager numbers to the Coordinator.

2. Safety Equipment

Each Member Agency will ensure its staff member(s) that are assigned to the LAICAC Task Force Program will have all the necessary safety equipment, including, but not limited to, agency authorized firearms, handcuffs, ballistic protective vests, tape recorders and any other equipment judged to be essential and customary for law enforcement.

W. Public Outreach Activities

Because public education and awareness are key components of the ICAC initiative, participating agencies will provide information and guidance to children, parents, educators, and any other individuals concerned about child safety, through public presentations. Participating agencies must ensure that their presentations do not depict identifiable victims or use pornographic or sexually explicit images, nor will confidential investigative techniques be discussed. No member of the Task Force may endorse any product or service. Public Outreach is in addition to the 10 hours contributed for investigations and/or training.

The LAPD will audit the public education activities of Member Agencies for compliance with ICAC best practices by randomly attending an outreach event. In addition, the LAPD may request to view an Agency's Outreach presentation(s) in advance.

X. Prosecutorial Oversight and Jurisdiction

Attorneys from the prosecutorial agency in the appropriate jurisdiction will advise, assist and coordinate the prosecution of suspected child predators.

When a conflict of interest arises about the jurisdiction in which a case should be prosecuted, federal and state prosecutorial agencies will perform an analysis, with the advice of the LAICAC Task Force, to determine the appropriate jurisdiction.

Y. Training

Each Member Agency must advance the cost to send its designated sworn staff member for training. The LAPD will reimburse each Member Agency for one individual's training, including any related travel. Permission from the LAPD must be received prior to the training and/or travel.

Z. Maintenance of Agency Records, Police Reports and Evidence

Member Agencies will maintain their own agency records, reports, including police reports, and all evidence gathered during investigations according to their own procedures. Cases with no workable leads, or cases that have not been worked will be handled pursuant to lawful, standardized document destruction procedures. All official reports and/or evidence must be kept and/or stored in the Record Section and/or Evidence Room of the Member Agency. The records and/or evidence must be kept and/or stored in strict accordance with applicable local, state, and federal laws.

**III
PAYMENT**

§301. Compensation and Method of Payment

A. Compensation

1. Training and/or Travel

The LAPD will reimburse each Member Agency in an amount not to exceed \$5,709 for training, and/or travel for training purposes, expended to participate in the ICAC Task Force Program from Fox Valley College and University of New Hampshire, or another training institution if the LAPD has pre-authorized or approved the training.

- a. Training and/or travel must be pre-authorized or approved in advance by the LAPD.
- b. Individuals from the Task Force Member Agency approved for travel will not be compensated for amounts above those on the list of the maximum per diem amounts that is attached hereto as Exhibit C.
- c. Breakfast on the first day and dinner on the last day is not allowed unless departure time in Los Angeles County or its adjoining counties is before

6:00 a.m. and arrival time in Los Angeles County or its adjoining counties is after 7:00 p.m.

- d. Meals included in hotel, conference fees, and airfare, or otherwise provided may not be claimed for reimbursement.
- e. Reimbursement shall not be made for Collision Damage Waiver or Personal Injury Insurance.
- f. The use of the personal automobile is not an option to be exercised solely at the discretion of the traveler, or the Member Agency but an alternative mode of transportation that must be preapproved and authorized by the LAPD.
- g. Parking tickets and tow away charges are the responsibility of the Member Agency. The LAPD will not compensate an agency for parking ticket costs or tow away charges.
- h. Car rental is allowable during periods of travel if it is less expensive or more appropriate for the efficient conduct of Task Force business than by taxi or bus and has been pre-approved by the LAPD.
- i. Airfare must be purchased at least 21 days in advance at the lowest possible rate available for travel in coach class. If the tickets are not purchased 21 days in advance for each Task Force Member from the Member Agency that will travel, the Member Agency must obtain written approval from the LAPD to purchase a roundtrip ticket. The LAPD will only reimburse the Member Agency a maximum of \$500 per roundtrip ticket.

2. Overtime

The LAPD will reimburse each agency in an amount not to exceed a total of three thousand six-hundred dollars (\$3,600) in overtime to conduct investigation of computer-facilitated crimes against children throughout the period of this Agreement.

3. Loan of Computers

The LAPD has limited funding to purchase and loan computers for qualified Member Agencies. Each Member Agency that receives a loan of a computer must sign a separate agreement to receive the loan of the computer.

B. Method of Payment

1. Training

All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City approves and is satisfied with the documentation provided with the invoice(s).

Each Member Agency shall submit a quarterly invoice on the Member Agency's letterhead that includes the name of the individual who received training and/or travel, the itemized cost of training and/or travel, and original receipts for each item of expenditure regardless of amount. Receipts should be legible, and if smaller than 8 ½ by 11, attached to paper that size, to avoid misplacement or loss. The receipts should be attached to a completed Personal Expense Statement that is attached hereto as Exhibit D. An electronic copy of the Personal Expense Statement will be provided.

- a. A hotel receipt is enough to support expenses for business travel if it has all of the following information:
- The name and location of the hotel.
 - The dates that the Task Force Member stayed at the hotel.
 - Separate amounts for charges such as lodging, meals, and telephone calls.

Credit card receipts are not adequate. Per IRS guidelines, credit card receipts (e.g., indicating a single hotel charge of \$150) alone are not adequate substantiation of business expenses. Without "sufficient evidence corroborating the taxpayer's own statement" (Internal Revenue Code Section 274), the expenses are not adequately substantiated.

- b. A restaurant receipt is enough to prove an expense for a business meal if it has all of the following information:
- The name and location of the restaurant.
 - The number of people served, if more than one Task Force member is served. If more than one Task Force Member is served, an explanation and justification for the expense must be included along with the names, titles or other designation of the individuals and their business relationship.
 - The date and amount of each expense (item).
 - Description of each expense.

2. Overtime

Each Member Agency shall submit a quarterly invoice on the Member Agency's letterhead with the name of the individual who worked overtime to investigate computer-facilitated crimes against children, the number of hours worked, the individual's regular work hours, and the activities performed. The invoice must provide specific and detailed information about the activities performed. If the individual was working on a particular case, a brief description of the case must be provided with the Member Agency's reference number for the case.

The LAPD will not reimburse a Member Agency if the individual who worked overtime is not a member of the Task Force unless that individual has been pre-approved by the LAPD.

Funds shall not be released until the City has approved the work performed on overtime and is satisfied with the documentation provided to substantiate that the work was performed.

3. All invoices under this Agreement shall be submitted to the following Address:

Attn: Grants Accounting
Fiscal Operations Division
Los Angeles Police Department
150 North Los Angeles Street, Room 740
Los Angeles, CA 90012

4. Each Member Agency must retain copies of all invoices and receipts submitted to the LAPD for reimbursement.

C. No Funding Commitment Beyond the Terms Set Herein

It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

D. Supporting Document is to be Prepared at Sole Expense of Each Member Agency

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of each Member Agency. The City will not compensate a Member Agency for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer (authorized individual) of the Member

Agency under penalty of perjury that the information submitted is true and correct.

E. Funding is Subject to Availability of Federal Funds

Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Member Agency of a loss or reduction of federal grant funds.

F. No Advance Funds

No funds shall be advanced under this Agreement.

**IV.
STANDARD PROVISIONS**

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. The singular shall include the plural use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or

understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Each Member Agency may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

Each Member Agency and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for its performance hereunder and shall pay any fees required therefore. Each Member Agency further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents. The City is not permitted to waive any fees for services, except as otherwise required by law.

§408. Nondiscrimination and Affirmative Action

Each Member Agency shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, Each Member Agency shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Each Member Agency shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Each Member Agency shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$500 but not more than \$5,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$5,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. Each Member Agency shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

Any subcontract entered into by the Member Agencies relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Claims for Labor and Materials

Each Member Agency shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Member Agency hereunder), against the Member Agency's rights to payments hereunder, or against any City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the Los Angeles City Business Tax Registration Certificate is not required.

§411. Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§412. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Member Agency certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§413. Insurance (Not applicable for this Agreement)

§414. Conflict of Interest

A. The Member Agency covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. Each Member Agency further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subagreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).**
- D. Each Member Agency shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Member Agency.**
- E. Prior to obtaining the City's approval of any subcontract, each Member Agency shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Member Agency or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.**
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.**

- G. Each Member Agency warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. Each Member Agency covenants that no member, officer or employee of the Member Agency shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. Each Member Agency shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. Compliance with Federal Statutes and Regulations

Each Member Agency understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by the Agency to City of any unlawful expenditures.

A. Statutes and Regulations Applicable to All Grant Contracts

Each Member Agency shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Each Member Agency shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Each Member Agency shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Each Member Agency shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, each Member Agency shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Each Member Agency hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq., and its implementing regulations. Each Member Agency will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Each Member Agency will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by each Member Agency, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, each Member Agency shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352 and implemented as 28 CFR Part 69. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to the Member Agency until the Certification is filed.

Each Member Agency shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by each Member Agency. Each Member Agency shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all

subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the City, the U.S. Comptroller General, the Auditor General of the State of California and the State of California Board of Corrections (BOC) may deem necessary, each Member Agency shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the Auditor General of the State of California and the BOC shall have the authority to audit, examine and make excerpts or transcripts from records, including all of the Member Agency's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Each Member Agency agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Each Member Agency shall establish an official file for this program. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City/State may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

Each Member Agency shall maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds as well as matching funds if applicable. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports.

Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and subcontractors.

Each Member Agency agrees to protect records adequately from fire or other damage. When records are stored away from the Member Agency's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All records relevant to the project must be preserved a minimum of five (5) years after acceptance of the final audit and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the City/State or designees or, by state government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of three years whichever is later.

7. Subcontracts and Procurement

Each Member Agency shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Each Member Agency shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. Each Member Agency shall submit all Subcontractor Agreements and amendments to the City for approval in writing prior to execution and prior to the release of any funds to the subcontractor. Each Member Agency shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

Subcontracts shall specifically prohibit assignment or transfer of interest without prior written approval of the City.

Each Member Agency must specifically provide proof, when applicable, of the appropriate permits and/or business licenses required for subcontractors.

8. Labor

Each Member Agency shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Each Member Agency shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally assisted construction subagreements.

Each Member Agency shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Each Member Agency shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 - 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

10. Environmental

Each Member Agency shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Each Member Agency shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

Each Member Agency shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Each Member Agency shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Each Member Agency shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Each Member Agency shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, each Member Agency ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and is not impacting the environment negatively.

11. Preservation

Each Member Agency shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Each Member Agency shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and each Member Agency shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither the Member Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Each Member Agency shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Each Member Agency shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Each Member Agency shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Each Member Agency shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Juvenile Justice and Delinquency Prevention Act

The Juvenile Justice and Delinquency Prevention Act (JJDP), Public Law No. 93-415, 42 USC §5601 et seq., as amended.

2. Pro-Children Act of 1994

Each Member Agency must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds and portions of facilities used for inpatient drug and alcohol treatment.

Each Member Agency further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

3. American-Made Equipment/Products

Each Member Agency shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

4. Violence Against Women Act

Each Member Agency agrees to comply with all relevant statutory and regulatory requirements including, but not limited to, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Safe Streets Act, 42 U.S.C. §3711 et seq., and STOP

Violence Against Women Formula and Discretionary Grants Program Final Rule, 28 CFR Part 90.

5. California Child Abuse and Neglect Reporting Act

Each Member Agency shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code § 11164 et seq., and specifically Sections 11165.7, 11165.9, 11166.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of each Member Agency as an independent Contractor and not as a City employee.

§417. Inventions, Patents and Copyrights

A. Inventions and Patents

1. Reporting Procedure for Inventions

If any project under this Agreement produces any invention or discovery (Invention) including, without limitation, processes and business methods, the Contractor shall promptly report the Invention to the City. The City shall then report the Invention to the Grantor.

2. Allocation of Patent Rights

Unless otherwise provided, the Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered. The determination shall be consistent with the Federal Acquisition Regulations System (System), which is based on 35 U.S.C. §§ 200 et seq.; 37 CFR Part 401; Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, as amended by Executive Order 12618, 12/22/87, 52 FR 48661. Contractor hereby agrees to be bound by the System, and will contractually require its personnel to be bound by the System.

3. Right of City to Use Inventions

City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

B. Copyright Policies

1. Copyright Ownership

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material is developed under this Agreement (Material), the author or the City, at the City's discretion, may copyright the Material. Before copywriting any Material, the Contractor shall obtain written permission from the City.

2. Rights of City in Copyrighted Materials

If the City declines to copyright the Material, the City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

3. Rights of Grantor in Copyrighted Materials

Pursuant to 28 CFR 66.34, 28 C.F.R. § 70.36 and 37 C.F.R. Part 401, the Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

C. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement, pursuant to 48 CFR 27.401 and 48 USC 27.404(a),

If any project produced under this Agreement contains data not first produced under this Agreement, or data published with the notice of 17 U.S.C. Section 401 or 402, the Grantor shall have limited rights to such data pursuant to 48 CFR 27.404 (f) (2).

D. Obligations Binding on Subcontractors

Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms herein into all subcontracts.

§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy
Under the terms of this Agreement, the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy is not applicable.

§419. Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

§420. Equal Benefits Ordinance

Under the terms of this Agreement, the Equal Benefits Ordinance is not applicable.

§421. Contractor Responsibility Ordinance

Under the terms of this Agreement, the Equal Benefits Ordinance is not applicable.

§422. Slavery Disclosure Ordinance

Under the terms of this Agreement, the Equal Benefits Ordinance is not applicable.

§423. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§424. Child Support Assignment Orders

This Contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, each Member Agency certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of the Member Agency are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of each Member Agency to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any

principal owner(s) of each Member Agency to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Member Agency under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Member Agency by City. Any subcontract entered into by each Member Agency relating to this Contract; to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Member Agency to obtain compliance of its subcontractors shall constitute a default by the Member Agency under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Member Agency by the City.

Member Agency shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Each Member Agency assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the LASD fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or
- D. Terminate the Agreement.

§502. Suspension

The City may suspend all or part of the project operations for failure by the Member Agency to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days the Member Agency shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Member Agency is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503. Termination

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Member Agency under this Agreement shall be disposed of according to City directives.
- C. In the event that the Member Agency ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Each Member Agency shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Member Agency for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Member Agency until such time as the exact amount of any damages that may be due to the City from the Member Agency is determined.
- F. The Foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Member Agency shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505. Amendments

Any change in the scope of work, period of performance beyond one hundred and eighty days, and/or the amount of compensation which are agreed to by the City and each Member Agency shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

Each Member Agency agrees to comply with all future City Directives, Information Bulletins, or any rules, amendments or requirements promulgated by the City affecting this Contract.

**VI.
ENTIRE AGREEMENT**

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement nor conversation with any officer or employee of the parties shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in triplicate originals, each of which is deemed to be an original. This Agreement includes 43 pages, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and the City of Glendale have caused this Agreement to be executed by their duly authorized representatives.

CITY OF GLENDALE

CITY OF LOS ANGELES
a municipal corporation

BY: _____
RANDY G. ADAMS
Chief of Police

BY: _____
WILLIAM J. BRATTON
Chief of Police

Date: _____

Date: _____

ATTEST
KAREN E. KALFAYAN, Los Angeles Clerk

By: _____
Deputy City Clerk

Date: _____

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO
City Attorney

By: _____
Deputy City Attorney

Date: _____

ICACMOA 10/5/04

PLEASE SEE SIGNATURE PAGE FOR YOUR CITY

EXHIBIT A
Certification Regarding
Debarment, Suspension, Ineligibility And Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

MEMBER AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER _____

MEMBER AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**EXHIBIT C
MAXIMUM PER DIEM RATES**

	STANDARD	RESORT	SPECIAL
Meals and associated tips, the maximum per person per day (No receipt required)	\$60	\$60	\$60
Lodging (Original receipt required, maximum totals include taxes.)			
Single Traveler	\$85	\$110	\$120
Double Traveler (Same Sex)	\$100	\$125	\$140
Double Traveler (Different Sex)	\$170	\$220	\$240
Incidentals	\$25	\$25	\$25

Airfare (round trip coach class)	\$700 maximum per round trip (The lowest available airfare must be purchased at least 21 days in advance of a trip).
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