

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>July 12, 2016</u>	Execute Contract	_____	Consent Agenda <u>X</u>
Subject: <u>Interagency Agreement w/ Seattle Police Dept.</u>	Pass Resolution	<u>X</u>	Public Hearing _____
Prepared by: <u>L. Small</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION/ SUMMARY**

Attached is an interagency agreement between Washington State Internet Crimes Against Children Task Force (WA ICAC TF) acting through the City of Seattle Police Department and Benton County, by and for the Benton County Sheriff’s Office. Whereas, both parties wish to update the task force agreement that was signed by the Sheriff in March 2011 with the attached interagency agreement, which will supersede all previous agreements.

The mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies by developing an effective response to technology-facilitated child sexual exploitation and Internet crimes against children, which assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention, and community education.

The Seattle Police Department (SPD) has been designated by the OJJDP as the “Lead Agency” to oversee the multi-jurisdictional WA ICAC TF intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology.

The SPD requires signature from Benton County prior to obtaining their signature. I will return a fully executed copy to the Commissioners office once I receive it.

**RECOMMENDATION**

Approve the attached Resolution and Interagency Agreement between Washington State Internet Crimes against Children Task Force acting through the City of Seattle Police Department and Benton County, by and for the Benton County Sheriff’s Office, authorizing the Benton County Sheriff to sign the agreement.

**APPROVED AS TO FORM**

Ryan Lukson

**FISCAL IMPACT**

No fiscal impact, as the ICAC Task Force Program picks up all necessary expense.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE INTERNET CRIMES AGAINST CHILDREN TASK FORCE ACTING THROUGH THE CITY OF SEATTLE POLICE DEPARTMENT AND BENTON COUNTY, BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the Benton County Sheriff's Office signed an interagency agreement in March 2011 between the Seattle Police Department and the Benton County Sheriff's Office to participate with the Washington State Internet Crimes against Children Task Force (WA ICAC TF); and

**WHEREAS**, both parties agree to update the task force agreement with the attached interagency agreement, which supersedes all previous agreements; and

**WHEREAS**, the United States Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP) have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units; and

**WHEREAS**, the mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies by developing an effective response to technology-facilitated child sexual exploitation and Internet crimes against children, which assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education; and

**WHEREAS**, the Seattle Police Department (SPD) has been designated by the OJJDP as the "Lead Agency" to oversee the multi-jurisdictional Washington State Internet Crimes Against Children Task Force (WA ICAC TF) intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology; and

**WHEREAS**, the SPD is the recipient of a Federal grant through the OJJDP to assist in the investigation and prosecution of Internet crimes against children and will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

**WHEREAS**, agencies that agree to work with the SPD as the "Lead Agency" are required to execute the attached interagency agreement under the authorization of the proper authority of said agency following all of the terms, conditions and tenets contained within the agreement; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached interagency agreement between the Washington State Internet Crimes Against Children Task Force acting through the City of Seattle Policy Department and Benton County, by and for the Benton County Sheriff's Office and hereby authorizes the Benton County Sheriff to sign said agreement; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement is effective from July 1, 2016 and expires on June 30, 2018. This Interagency Agreement shall automatically be renewed for one (1) additional year until such time as federal funding for the ICAC Task Force Program ends, or the Interagency Agreement is canceled by either party upon 30 days' written notice as set forth more fully in Article XII of the attached agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board



## INTERAGENCY AGREEMENT

### BETWEEN

**THE WASHINGTON STATE INTERNET  
CRIMES AGAINST CHILDREN TASK FORCE  
ACTING THROUGH THE CITY  
OF SEATTLE POLICE DEPARTMENT**

### AND

**BENTON COUNTY SHERIFF OFFICE**

This Interagency Agreement is entered into by and between the Washington State Internet Crimes against Children Task Force (WA ICAC TF), acting through the City of Seattle Police Department and Benton County, by and for Benton County Sheriff's Office (Affiliate Agency) acting through its duly authorized representative.

**WHEREAS**, The United States **Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP)** have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

**WHEREAS**, the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the **OJJDP** as the "Lead Agency" which is the law enforcement agency that is awarded federal funding to serve as the "Lead" "Agency" for the corresponding Task Force.

**WHEREAS**, the SPD has been designated by the **OJJDP** as the "Lead Agency" to oversee the multi-jurisdictional **Washington State Internet Crimes Against Children Task Force (WA ICAC TF)** intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology; and

**WHEREAS**, the SPD is the recipient of a Federal grant through the **OJJDP** to assist in the investigation and prosecution of Internet crimes against children; and

**WHEREAS**, the SPD will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

**WHEREAS**, agencies that agree to work with the SPD as the “Lead Agency” shall be identified in the program as an “Affiliate” or “Affiliate Agency” will execute this signed agreement under the authorization of the proper authority of said agency following all of the terms, conditions and tenets contained herein.

**NOW THEREFORE**, the parties hereto agree as follows:

This Interagency Agreement contains thirteen (13) Articles.

## **ARTICLE I                    TERM OF AGREEMENT**

Affiliate Agencies may withdraw from this Interagency Agreement and new Affiliate Agencies may be added by executing an Interagency Agreement with the SPD in substantially the same form as this Interagency Agreement. The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days of written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency. Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program.

## **ARTICLE II                    OPERATIONAL STANDARDS**

Affiliate Agencies agree to adhere to the *ICAC Task Force Program Operational and Investigative Standards*, attached to and made part of this Agreement, as Attachment A. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction, and assist other jurisdictions to investigate these cases.

Affiliate Agencies agree to participate on the Washington Internet Crimes Against Children Task Force that is overseen by the SPD.

Affiliate Agencies agree to use only sworn law enforcement investigators to conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC Program training prior to initiating proactive investigations and shall submit reports of all undercover activity to the **SPD ICAC**.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider (ISP) and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews,

documented public sources, direct observations of suspicious behavior, public complaints, etc.

Affiliate Agencies agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file, reviewed and authorized by the ICAC Unit Commander, or equivalent, for that agency.

Affiliate Agencies agree to provide the SPD with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to locate its ICAC investigators in secured space, to be provided by the Affiliate Agency, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **each** Affiliate Agencies ICAC personnel, with restricted access to authorized personnel.

Affiliate Agencies agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the WA ICAC TF, its Affiliate Agencies or the national ICAC Program.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to an Affiliate Agency by the SPD. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the SPD.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and forwarded not less than monthly to the SPD ICAC Commander, Seattle Police Department, PO Box 34986, Seattle, WA 98124-4986, for statistical reporting purposes (form provided.)

### **ARTICLE III            SUPERVISION**

**Each** Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to assist the WA ICAC TF. WA ICAC TF investigations are a cooperative effort and investigative decisions will be a joint process guided by the WA ICAC TF standards.

### **ARTICLE IV            JURISDICTION**

The principal sites of WA ICAC TF activities will be in the respective jurisdictional area of each Affiliate Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an Affiliate Agency's employee(s) as a member of the WA ICAC TF. Affiliate Agencies may on occasion be referred investigations that are outside of the physical boundaries of their respective municipalities due to specific needs, capabilities or expertise as identified by the WA ICAC TF Lead Agency. Affiliate Agencies agree to take these referrals and conduct appropriate investigations in conformance with the ICAC Operational Standards, investigative or operational training, and their agency policing policies.

## **ARTICLE V EVIDENCE**

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

## **ARTICLE VI INSURANCE AND LIABILITY**

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage.

## **ARTICLE VII REPORTING STANDARDS**

Using a process provided by the SPD, **each** Affiliate Agency shall submit monthly statistics to the SPD on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10<sup>th</sup> day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

In addition, a breakdown or summary of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency along with references to any local media reporting on the investigation. The SPD will be responsible for all required reporting to the **OJJDP**.

## **ARTICLE VIII TRAINING**

Affiliate Agencies **shall** make every effort to make investigators designated as Task Force Members available for applicable specialized training provided through the national ICAC Program and other appropriate training programs. The SPD will review training requests and provide funding for ICAC-approved training when appropriate. This funding will include, but is not limited to; WA ICAC TF hosted, or sponsored or facilitated training through the national ICAC Programs authorized vendors.

Affiliate Agencies seeking funding assistance will be required to submit requests at least thirty (30) days in advance in writing and to comply with the procedures set forth in a separate Interagency Agreement for funding requests. A sample of this Interagency Agreement is available upon request but in no way is tacit or expressed authorization of requested funding or financial assistance given in advance. Funding under the Interagency Agreement is limited to the available funds that are received by the SPD under the **OJJDP** Grant program for the national ICAC program.

#### **ARTICLE IX                   CONFIDENTIALITY**

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence, and will only be shared with other Affiliate Agencies or other law enforcement agencies not participating in the WA ICAC TF where necessary or as otherwise permitted by federal and/or state law.

#### **ARTICLE X                   COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

To the extent required by law, the Affiliate Agency shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the Affiliate Agency's performance of this Interagency Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

#### **ARTICLE XI                   GOVERNING LAW AND VENUE**

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. In case any one or more of the provisions contained in this Interagency Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Interagency Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Exclusive venue is in Seattle, King County, Washington.

#### **ARTICLE XII EFFECTIVE DATE**

This Interagency Agreement shall be effective on July 1, 2016 and continue for one (1) years. Upon expiration of the two (2) years this Interagency Agreement shall automatically be renewed for one (1) additional year until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties' as delineated in ARTICLE I TERM OF AGREEMENT. This Interagency may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



The additional or deletion of Affiliate Agencies to or from this Interagency Agreement shall not affect the Interagency Agreement with the remaining Affiliate Agencies.

This Interagency Agreement can be amended or replaced in the event of new requirements under the national ICAC Task Force Program or as designated by law or other proper lawful authority.

#### **ARTICLE XIII AMENDMENTS**

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

**WASHINGTON STATE  
INTERNET CRIMES AGAINST CHILDREN  
TASK FORCE**

**INTERAGENCY AGREEMENT**

**EXECUTED BY**

The **SEATTLE POLICE DEPARTMENT (SPD)**,  
a department of the City of Seattle, hereinafter referred to as "SPD",  
Department Authorization Representative:  
Captain Michael Edwards  
PO Box 34986  
Seattle WA 98124-4986

**AND**

The **BENTON COUNTY SHERIFF'S OFFICE**,  
a department of the County of Benton, hereinafter referred to as "BCSO"  
Department Authorized Representative:  
Sheriff Steven Keane  
Benton County Sheriff's Office  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336

In Witness Whereof, the parties have executed this Agreement by having their representatives affix their signatures below.

**BENTON COUNTY, BY AND FOR  
BENTON COUNTY SHERIFF'S OFFICE**

**SEATTLE POLICE DEPARTMENT**

  
Steven Keane, Sheriff


\_\_\_\_\_  
Kathleen O'Toole, Chief of Police

Date: 7/5/16

Date:

Approved as to Form:

Page 7 of 7

  
Ryan J. Lukson, DPA