

**Minnesota Internet Crimes Against Children Task Force**

**Multi-Agency Law Enforcement Joint Powers Agreement**

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and *Duluth PD 2030 North Arlington Ave Duluth, MN 55811* ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

**WHEREAS**, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

**WHEREAS**, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS**, the Grantee is the recipient of a federal grant, attached and incorporated into this Agreement as Exhibit A, disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

**WHEREAS**, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force;

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

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach, **prevention, education, and enforcement**, to combat Internet Crimes Against Children; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards identified in Exhibit B, attached and incorporated into this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this Agreement, including conducting undercover operations relative to ICAC (a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojdp.gov/programs/progsummary.asp?pi=3#Resources>); and
3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits

prevail; and

4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law; and
5. All members and representatives of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same law enforcement agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within thirty (30) calendar days of the date of invoice, with payment made to *Duluth PD 2030 North Arlington Ave Duluth, MN 55811*; and
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander, or his successor or designee, for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minnesota Statutes § 16C.05, subdivision 5, the Undersigned Law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor and/or the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System ("CPPS") pursuant to the OJJDP guidelines; and
12. In the event future federal funding is no longer available, or if this Agreement is terminated

by either the State or the Undersigned Law Enforcement Agency, or if the Undersigned Law Enforcement Agency breaches this Agreement, then the Undersigned Law Enforcement Agency shall, at the request of the Minnesota ICAC Task Force Commander or his successor or designee, return all investigative equipment acquired through OJJDP funding within sixty (60) calendar days of such request.

13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
  - A. Investigations by the Undersigned Law Enforcement Agency under this Agreement shall be conducted in accordance with the OJJDP ICAC Task Force Program Standards identified in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander, or his successor or designee, through the term of this Agreement or until all federal funds under the OJJDP grant have been expended, whichever comes first.
  - B. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A, to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander, or his successor or designee.
14. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.
16. **Term of this Agreement**

This Agreement shall be effective on the date the Grantee and the Undersigned Law Enforcement Agency obtain all required signatures under Minnesota Statutes § 16C.05, subdivision 2, and shall remain in effective through **May 31, 2019** unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to June 1, 2016 for overtime salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Sections A and B.** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.
17. **Venue**

Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**1. Undersigned Law Enforcement Agency**

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

Undersigned Law Enforcement Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF DULUTH

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**2. Department of Public Safety, Bureau of Criminal Apprehension**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date

**3. Commissioner of Administration  
As delegated to Materials Management Division**

\_\_\_\_\_

By and Title

\_\_\_\_\_

Date



Department of Justice  
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 16, 2013

Mr. Wade Setter  
Minnesota Department of Public Safety  
1430 Maryland Avenue E  
Saint Paul, MN 55106-2802

Dear Mr. Setter:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Internet Crimes Against Children Task Force Invited Awards in the amount of \$347,101 for Minnesota Department of Public Safety.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Scott Pestridge, Program Manager at (202) 514-5655; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Karol V. Mason".

Karol Virginia Mason  
Assistant Attorney General

Enclosures

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# Internet Crimes Against Children Program

## OPERATIONAL AND INVESTIGATIVE STANDARDS

*ICAC Program Operational and Investigative Standards*  
FOR ICAC PURPOSES ONLY  
Revised Update: October 16, 2014  
Page 1 of 17

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**Definitions of Terms**

**Applicability of Terms**

Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these Standards. As such, where any term defined below is capitalized in these Standards, the Standards are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these Standards, the Standards are referring to that term as it is used generally in the field of law enforcement.

**"Affiliate" or Affiliate Agency** is an agency that is working with a Lead Agency as part of a regional or State ICAC Task Force. An Affiliate has agreed in writing to adhere to these Standards.

**"Authorized Personnel"** are Members who themselves lack powers of arrest but have been authorized by their respective agency to participate in Investigations and are being supervised by Sworn Personnel.

**"Commander"** is the Member of a Lead Agency who has been designated by that Lead Agency and recognized by OJJDP as the leader of the corresponding Task Force.

**"CEOS"** is the Child Exploitation and Obscenity Section of the Criminal Division of the DOJ.

**"Crime"** is any offense (or group thereof) that involves (or involve) the exploitation/victimization of children facilitated by technology.

**"CVIP"** is the Child Victim Identification Project operated by NCMEC.

**"CyberTipline"** is a reporting mechanism operated by NCMEC that allows for the reporting of suspected Crimes.

**"Deconflict"** is a process whereby Members are able to submit Investigative information to each other and/or to ICAC-related databases in order to determine whether other Members or other law enforcement agencies have information concerning the same targets or Crimes.

**"DOJ"** is the United States Department of Justice.

**"Employee"** is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

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**“Equipment”** is any device or tool -- including but not limited to computers, phones, and online accounts and services -- purchased or obtained for use in ICAC-related matters.

**“ICAC”** is the Internet Crimes Against Children Program, a national program composed of state and regional Task Forces.

**“Images”** are visual depictions in any form (image or video/printed or digital) of child sexual exploitation as defined by federal and/or state statute.

**“Investigation”** is an investigation into a Crime. Likewise, “Investigate” “Investigating” and “Investigative” are used within the same context.

**“Investigative Persona”** – any identity established or created by an Employee to aid an Investigation.

**“Investigator”** is a Member who is a part of the Sworn Personnel of a Task Force.

**“Lead” or “Lead Agency”** is the law enforcement agency that receives the ICAC grant and is designated by OJJDP to act as the lead agency for the corresponding Task Force.

**“Member”** is a Lead or Affiliate Agency’s employee who is either Sworn Personnel or Authorized Personnel and who has been designated to work on ICAC-related matters for his/her respective agency and Task Force.

**“National Initiative”** is any proposal that relies on the cooperation and resources of a significant number of Task Forces and, accordingly, has been approved by OJJDP.

**“NCMEC”** is the National Center for Missing and Exploited Children.

**“OJJDP”** is the Office of Juvenile Justice and Delinquency Prevention within the DOJ.

**“Supervisor”** is a Member who has been designated by his/her respective agency to supervise Investigations and other ICAC-related matters.

**“Standards”** are all of the provisions of these, the ICAC Operational and Investigative Standards.

**“Sworn Personnel”** are Members with powers of arrest.

**“Task Force”** is the Lead Agency and its Affiliate(s) (combined) as designated by OJJDP for a particular state or region.

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**1. Purpose of the ICAC Standards**

These Standards are established by OJJDP to guide administration and operation of ICAC and its Members when working on ICAC-related Investigations and matters.

ICAC Members should make every reasonable effort to comply with these Standards. However, since many aspects of Investigations are dynamic and laws vary widely between jurisdictions – their genesis; methods for their evidentiary pursuit; and their application within court – it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these Standards may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the Standards and statutes, decisional law, and court orders; et cetera).

Should questions regarding the interpretation of these Standards arise or conflicts occur between these Standards and agency policies or law, the subject Commander faced with the issue shall seek the guidance of an OJJDP Program Manager. However, nothing in these Standards is meant to interfere with a Commander's or Supervisor's lawful tactical decision-making.

Commanders may supplement, but not contradict, these Standards in the written agreements they establish with their Affiliates to promote the effective operation of their Task Forces.

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**2. ICAC National Program**

2.1 Mission of the ICAC Program

The Internet Crimes Against Children Task Force Program (ICAC) helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This support encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children Program (ICAC) is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (Images), The ICAC Program has increased law enforcement’s capacity to combat technology facilitated crimes against children at every level.

The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

Because ICAC Members understand that arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity.

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**3. Oversight of the ICAC Program**

3.1 The oversight of the ICAC Task Force Program and the administration of ICAC grants is the responsibility of OJJDP. The oversight of each Task Force falls to its Commander. The oversight of each agency, both Lead and Affiliate, falls to its designated Supervisor.

3.2 Commanders shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these Standards.

3.3 Commanders shall ensure that each Member in his/her Lead Agency and each Supervisor of an Affiliate Agency receives a copy of the Standards.

3.3.1 Supervisors shall ensure that each Member in his/her Affiliate Agency receives a copy of the Standards.

3.4 Commanders shall submit all proposed National Initiatives to OJJDP prior to the start of the project.

3.4.1 OJJDP may suggest amendments to the original proposal following consultation with the presenting Commander and, as appropriate, other federal, state, and local entities.

3.5 Supervisors shall inform their Members about departmental or Task Force employee assistance programs and services available to them.

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**4. Selection and Retention of Task Force Members**

4.1 When practicable during the selection process of Members, Commanders and Supervisors shall evaluate prospective candidates for work histories that indicate prior investigative experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that Members may experience when exposed to Images.

4.2 Commanders and Supervisors shall acknowledge the potential effects of Investigations and exposure to Images. When practicable, they shall attempt to mitigate the potential effects of the work using, for example, the following techniques:

- *Work environment considerations* – Commanders and Supervisors are encouraged to provide a physical location for the work environment that allows the Investigator to conduct discreet Investigations.
- *Work flexibility* – Commanders and Supervisors are encouraged to allow flexibility for Investigators and others who are exposed to Images (e.g., frequent breaks, having an open-door policy, etc.).
- *Educating colleagues* – Commanders and Supervisors are encouraged to teach their colleagues that the viewing of Images is serious and restricted.
- *Work with Mental Health Providers (MHP)* – In compliance with their agency guidelines, Commanders and Supervisors are encouraged to work with MHP to make recommendations for care of Members and to provide education and training designed to minimize the impact of Images.
- *Training* – Commanders and Supervisors are encouraged to share or seek out best practices for minimization of the impact of Images and to promote attendance at trainings regarding methods used to minimize said impact.

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**5. Training**

5.1 Carefully-managed Investigations conducted by well-trained Investigators are among the most effective techniques available to law enforcement for addressing Crime.

5.2 All national training curricula supported by ICAC resources shall be conducted consistent with the Standards and shall be approved by OJJDP.

5.3 Commanders shall ensure that nominees to attend any ICAC-sponsored national in-person training are current Members.

5.4 Task Forces may develop and deliver Task Force training. This training shall comply with the Standards and shall be approved by the Commander. All costs to develop and deliver the training shall be the responsibility of the Task Force or Affiliate providing the Task Force training.

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**6. Case Management**

6.1 Commanders and Supervisors are responsible for determining Investigative priorities and selecting cases for Investigation in their respective agencies. Those determinations shall include an assessment of victim risk, jurisdiction, known offender behavioral characteristics, and the likelihood of securing the information necessary to pursue each Investigation.

6.2 Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of Lead and/or Affiliate Agencies targeting other law enforcement personnel, Investigating the same target, or inadvertently disrupting an ongoing Investigation. To foster effective case coordination, collaboration, and communication, each Member shall make every effort to Deconflict all active Investigations.

6.3 Lead and Affiliate Agencies shall be subject to their respective agency's incident reporting procedures and case supervision systems. At a minimum, a unique identifier shall be assigned to each case.



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**7. Task Force Reporting Requirements to OJJDP**

7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.

7.2 Commanders shall compile and submit a Task Force Monthly Performance Measures Report to the OJJDP-designated location before the end of the following calendar month.

7.2.1 Affiliates shall report their activity to their respective Commander by the 10th of each month using the ICAC Monthly Performance Measures Report.

7.3 Commanders shall compile and submit information on all cases referred for local, state, or federal prosecution. Information is required for all cases referred by the Lead Agency, as well as all Affiliates that received more than \$20,000 a year in OJJDP ICAC funding, and any Affiliate the Commander selects to include. The case reporting requirement is ongoing and begins with the prosecutorial agency the case is referred to and continues through the final disposition of the case.

7.3.1 This ongoing quarterly report shall be submitted within 30 days of the end of the quarter.

7.4 Commanders shall compile and submit an annual report which details each of their Affiliates. The report shall be submitted in a method determined by OJJDP and shall include the following information:

7.4.1 The name of each Affiliate Agency.

7.4.2 The staffing level of each Affiliate including the number of Investigators, prosecutors, education specialists, and forensic specialists dedicated to Investigating and prosecuting Crime.

7.4.3 This ongoing annual report shall be submitted within 30 days of the end of the calendar year.

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**8. Investigations**

8.1 Investigations shall be conducted in a manner consistent with applicable laws and constitutional requirements.

8.2 Only Sworn Personnel shall conduct Investigations.

8.2.1 Authorized Personnel acting under the direction and supervision of Sworn Personnel may participate in Investigations.

8.2.2 Members shall not approve, condone, encourage, or promote cyber-vigilanteism by private citizens. As such, Members shall not use unauthorized private citizens to proactively seek out Investigative targets.

8.2.3 The above section (8.2.2) shall not preclude the use of information related to a Crime provided by victims or public citizens who discover evidence (e.g., CyberTip reports, mandated reports from professionals, computer repair shop complaints, parental complaints, et cetera). Nor does it preclude the use of authorized over-hears or other similar investigative methods designed to further an Investigation.

8.3 Investigations shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the Supervisor.

8.3.1 The retention, storage, security, and disposal of Investigative or case information shall be consistent with the subject agency's policies and federal and state law regarding same.

8.3.2 Access to Investigative case files shall be restricted to Authorized Personnel.

8.4 Members shall not electronically upload, transmit, or forward any Images.

8.4.1 Section 8.4 shall not prohibit the transfer of evidence between Investigators as provided for by sections 8.9 and 8.10 of these Standards nor shall it prohibit the submission of Images to CVIP as provided for by section 10.1 of these Standards.

8.5 Visual depictions of any identifiable person used to represent an investigative persona or any identifiable minor, shall be only those of an Employee who has given his or her written consent and only if that Employee was at least 18 years old at the time of consent. Further, the depictions themselves may be of that Employee under the age of 18.

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8.6 Absent prosecutorial input to the contrary, during online dialogue, officers shall allow the Investigative target to set the tone, pace, and subject matter of the online conversation

8.6.1 The above section (8.6) shall not be construed to prohibit Investigators from performing any of the following activities when initiating or conducting an Investigation: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence, (b) placing advertisements or posts, or (c) sending messages.

8.6.2 Members shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and should confer with relevant prosecutors for legal consultation, as needed.

8.6.3 Members planning large-scale (multi-target) operations shall advise the Commander and shall consult relevant prosecutors regarding the operation.

8.7 The examination of digital storage devices shall be performed consistent with the subject agency's protocol.

8.8 Images shall be maintained pursuant to the subject agency's policy.

8.8.1 Absent a court order specifically ordering otherwise, evidence containing Images shall not be released to any defendant or representative thereof.

8.9 Absent exigent circumstances, all Members' case referrals between jurisdictions shall include:

- Notification to and acceptance by the Commander(s) of both jurisdictions that are involved in the referral;
- A secure (i.e., digitally-protected) copy of the case file;
- An official Investigative report or affidavit containing case details; and,
- Documentation, preferably the original, of all legal process conducted and all compliance with same, especially those documents related to the issue of jurisdiction and identification of suspect(s).

8.10 The transfer of evidence containing Images among law enforcement shall be done in a secure manner.

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**9. Work Environment**

9.1 ICAC Equipment shall be reserved for the exclusive use of its Members, and shall be used in accordance with their respective agency's policies.

9.2 When practicable, Equipment which might be used in undercover aspects of an Investigation shall be purchased covertly.

9.3 No personally-owned Equipment shall be used in Investigations.

9.4 Software shall be properly acquired and licensed.

9.5 Investigations shall be conducted in an approved work environment as designated by a Commander or Supervisor.

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**10. Victim Identification**

10.1 Identifying child victims of Crime is a critical element of the ICAC Program. DOJ and OJJDP require the Lead Agencies and Affiliates to submit Images to CVIP as a means to improve child victim identification. Absent exigent circumstances, Images shall be sent to CVIP pursuant to NCMEC's standards regarding same. In addition, Lead Agencies and Affiliates are encouraged to collaborate with NCMEC in their effort to identify children depicted in Images.

10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

10.3 Lead Agencies and Affiliates shall adhere to local, state, and federal laws regarding mandated reporting, victim notification, and victim assistance.

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**11. Public Awareness and Community Outreach**

11.1 Public awareness activities and community outreach are a critical component of ICAC. Lead and Affiliate Agencies shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.

11.2 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not depict identifiable victims nor shall they use pornographic or sexually explicit images. Presenters shall not discuss confidential Investigative techniques.

11.3 Members shall not endorse any product or service without the express written consent of an OJJDP Program Manager. While making public presentations, Members may indicate a preference for a product or service, but, where done, shall avoid an implicit endorsement and shall include alternatives in the presentation.

11.4 Materials and presentations shall be consistent with ICAC's mission and background, as enumerated in Section 2 of these Standards.

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**12. Media Relations and Media Releases**

12.1 Media releases relating to prosecutions, Crime alerts, or other matters concerning ICAC operations shall not include information regarding confidential Investigative techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject Investigations, in a manner consistent with sound information management and sound media relations practices.

12.2 Commanders and Supervisors may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with ICAC may speak on behalf of the national ICAC Program without the express written consent of OJJDP.

12.3 Commanders shall inform their OJJDP Program Manager if approached by national media outlets about the national ICAC Program (as opposed to media seeking information about local activities) so that a coordinated national response can be prepared by OJJDP.

12.4 Information provided by Task Forces to the media shall be consistent with ICAC's mission and background, as described in Section 2 of these Standards.

**End of ICAC Standards**