

Memorandum of Understanding

OAG Contract No. C-02106

This Memorandum of Understanding (“MOU”) regarding certain Internet Crimes Against Children (“ICAC”) Task Force activities is executed between the Office of the Attorney General of Texas (“OAG”) and Pflugerville Police Department (“Department”). The OAG and the Department are each a “Party,” and collectively the “Parties,” to this MOU.

Section 1. Term of MOU

This MOU shall be effective on December 1, 2024, and will continue in effect until September 30, 2027.

Section 2. Mission of the ICAC Task Force Program

The ICAC Task Force Program, created by the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (“OJJDP”), is a national network of state and local law enforcement cybercrime units tasked with combating technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, investigate and prosecute ICAC offenses. The ICAC program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to state and local law enforcement agencies to help them acquire necessary knowledge, personnel, and equipment to develop effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and pornography cases. This support includes, for example, investigative and forensic components, training and technical assistance, victim services, and community education.

The OAG is designated by the OJJDP as the Regional Contact for the “Texas, Southern ICAC Task Force.” The OAG is a recipient of an OJJDP ICAC grant. The OAG utilizes the ICAC grant funds to administer and operate an ICAC Task Force. The mission of the OAG’s ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting Internet crimes against children, and (3) provide community education regarding the prevention of Internet crimes against children.

Section 3. Purpose of this MOU

The purpose of this MOU is to formalize the working relationship between the OAG and the Department. This MOU delineates the responsibilities and expectations of the Parties. By signing this MOU, the Department agrees to join the OAG ICAC Task Force for the primary purpose of vigorously and properly performing ICAC investigations. By joining the OAG ICAC Task Force, the Department will benefit from joint operations and extensive training opportunities.

By entering into this MOU, the OAG will benefit from the investigative support by the Department. This MOU confers no direct financial obligation from either Party to the other.

This MOU supersedes and replaces any prior existing ICAC Task Force MOU between the Parties.

Section 4. Investigations

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other OAG ICAC Task Force members. Investigations will follow guidelines established by each Party's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards. Violation of the ICAC Operational and Investigative Standards is grounds for termination of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency or department. It is agreed that unilateral acts on the part of employees involved in ICAC Task Force investigations are not in the best interest of the Task Force.

Section 5. Department's Duties and Responsibilities

The Department will ensure the following activities:

- A. Only sworn Department law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OAG.
- B. Conduct reactive investigations where subjects are associated with the Department's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, or other appropriate sources.
- C. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.
- D. Provide agents assigned to the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
- E. Locate its ICAC investigators in secured space provided by the Department with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of the Department ICAC Task Force personnel, with restricted access to authorized personnel only.

F. 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 or undercover operations utilized by the ICAC Task Force.

Section 6. Supervision; Compliance with Regulatory and Licensing Bodies

The Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

The Department agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this MOU. The Department agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances, state, or federal laws.

Section 7. No Employment Relationship with the OAG; Liability; and Sovereign Immunity

The Department expressly agrees that there is no employment relationship between the Department and the OAG. Under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of the Department be considered an employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG by virtue of this MOU.

To the extent allowed by law, the Department is responsible for all types of claims whatsoever due to their own actions or performance under this MOU, including, without limitation, the use of automobiles (or other transportation), taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by either Party of any immunities from suit or from liability that the OAG, State of Texas, or the Department may have by operation of law.

Section 8. Reporting Statistics

The OAG will designate the proper methods and format for the delivery of information to the OAG by the Department. Using the reporting form provided by the OAG, the Department shall submit monthly statistics to the OAG 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 format, and via the delivery method, set by the OAG by the tenth (10th) calendar day of each month and shall include: data on all related investigations opened or closed during the prior calendar month; forensic examinations; technical/investigative assistance provided to other agencies or departments; subpoenas and court orders issued; training hours attended and taught; and

community outreach provided.

In addition, the Department shall provide detailed reporting on the basic case data for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the Department. The OAG will then be responsible for all required reporting to OJJDP. The Department will not unreasonably withhold any additional information requested by the OAG related to its participation in the ICAC program.

Section 9. Training

The Department shall make investigators designated as ICAC Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Department will support the ongoing training needs of its investigators to maintain their competency and ensure they have the knowledge necessary to be successful in their duties.

Section 10. Confidentiality

It is understood that any confidential information pertaining to ICAC investigations will be held in the strictest confidence and may only be shared with participating OAG ICAC Task Force members or other law enforcement agencies or departments where necessary or as otherwise permitted by federal and/or state law.

Section 11. Termination of MOU

Either Party, in its sole discretion, may terminate this MOU for convenience upon written notice to the other Party at least thirty (30) calendar days in advance of the effective date of such termination. The OAG may terminate this MOU for cause for the following reasons, without limitation, the failure of the Department: to accept and/or investigate cyber tips; to report statistics to the OAG; to adhere to the national ICAC program's Operational and Investigative Standards; or to exercise reasonable efforts to support the ongoing training needs of its investigators to maintain their competency and knowledge base.

Section 12. Signatures

The Parties stipulate and agree that the signatories hereto are signing, executing, and performing this MOU only in their official capacity. The individuals below represent and warrant that they are authorized to sign this MOU on behalf of the respective Parties.

This MOU shall not be modified or amended except in writing, signed by authorized representatives of both Parties.

SIGNATURES FOLLOW

Office of the Attorney General

Attorney General or Designee

Full Name

Date: _____

Department

Authorized Official - Department Signatory

Full Name

Date: _____

Certificate Of Completion

Envelope Id: 5E579E938B8141FDB95EFEC5ED2F1B11

Status: Sent

Subject: ICAC MOU FFY25- forward

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

Source Envelope:

Document Pages: 9

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Scarlett Tucker

AutoNav: Enabled

PO Box 12548

Enveloped Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Scarlett.Tucker@oag.texas.gov

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Patricia Griffith

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Patricia.Griffith@oag.texas.gov

Signed using mobile

Signed: 11/13/2024 3:04:32 PM

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Completed

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Jason Anderson

Using IP Address: 204.64.24.2

Viewed: 11/14/2024 9:22:48 AM

Jason.Anderson@oag.texas.gov

Signed: 11/14/2024 9:22:52 AM

Criminal Investigations Division Chief

Office of the Attorney General of Texas

Signing Group: Criminal Investigations - Division

Chief

Security Level: Email, Account Authentication
(None)**Completed**

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Allan Meesey

Using IP Address: 136.62.165.223

Signed: 11/14/2024 9:24:32 AM

Allan.Meesey@oag.texas.gov

GCD

Signing Group: General Counsel, Contracts

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Signer Events	Signature	Timestamp
Brent Dupre Brent.Dupre@oag.texas.gov Director of Law Enforcement Signing Group: Director of Law Enforcement Security Level: Email, Account Authentication (None)	Completed Using IP Address: 204.64.24.2	Sent: 11/14/2024 9:24:34 AM Viewed: 11/14/2024 9:43:21 AM Signed: 11/14/2024 9:43:26 AM
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Detective David Hailes dhailes@pflugervilletx.gov Security Level: Email, Account Authentication (None)		Sent: 11/14/2024 9:43:28 AM Viewed: 11/14/2024 9:52:09 AM
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Chief Jason O'Malley jomalley@pflugervilletx.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Cody Smirl Cody.Smirl@oag.texas.gov Captain Office of the Attorney General of Texas Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/13/2024 3:04:34 PM

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An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

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The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

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available to me by Office of the Attorney General during the course of my relationship with you.