

MEMORANDUM OF UNDERSTANDING (MOU)
TRAVIS COUNTY DIGITAL FORENSICS UNIT (TCDFU)
FEBRUARY 2022

A. Participating Agencies

This MOU is entered into by the following “Participating Agencies”

1. Travis County District Attorney’s Office (TCDAO)
2. Travis County Sheriff’s Department (TCSO)
3. Pflugerville Police Department (PPD)
4. University of Texas Police Department (UTPD)

This MOU may be updated if additional Participating Agencies wish to join the TCDFU and the remaining Participating Agencies agree to the addition of other agencies.

B. Purpose

This MOU delineates the responsibilities and commitments of the Participating Agencies in the TCDFU. The MOU also outlines the mission and procedures for the TCDFU, which are described in greater detail in the Standard Operating Procedures (SOPs) utilized by the TCDFU.

C. Introduction and Mission

The Travis County Digital Forensics Unit will begin by being housed in the Ronald Earle Building and is designed to provide investigative support to law enforcement agencies that investigate criminal activity in Travis County, Texas, and to support the prosecution of criminal cases resulting from those investigations. The TCDFU’s mission is to conduct forensic examinations of computers, mobile devices, and other media capable of storing data that have been seized or otherwise lawfully obtained during the investigation of criminal conduct. The TCDFU will also conduct forensic analysis of data obtained as a result of forensic examinations or will assist the investigating law enforcement agency in conducting said analysis.

Organized as a task force, the multi-agency TCDFU will be made up of local law enforcement agencies with criminal jurisdiction in Travis County to allow the sharing of resources and information. If evidence of other crimes is uncovered through the work of the TCDFU, each participating agency will be given an opportunity to de-conflict with other participating agencies and may elect to take the lead on investigating activities that are most appropriately investigated by that agency, given the agency’s mandate, resources and expertise.

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D. Agency Participation

Requirements for each participating agency:

1. Each agency representative **must attend and participate** in meetings called on behalf of the TCDFU.
2. Each agency **must abide by the SWGDE (Scientific Working Group on Digital Evidence) best practices** for the handling of digital evidence.
3. Each agency representative may be asked to provide support for the TCDFU in any of the following ways: staffing needs, equipment, software, storage, financial support, training, facilities, or license extensions.
 - a. As of the signing of this MOU, participating agencies are committed to contribute the following amounts to TCDFU. These amounts are preliminary and can be revised by agreement of all parties at a future date.
 - i. TCSO commits to contribute \$18,000 to TCDFU.
 - ii. PPD commits to contribute \$7,300 to TCDFU.
 - iii. UTPD commits to contribute \$7,300 to TCDFU.
4. Each agency's representative may be called upon to testify in any criminal case in which their agency handled the digital forensics.

E. Meetings

Meetings of the TCDFU membership will be called at least twice a year. Meetings will be held in a secure space, and the Travis County District Attorney's Office will take the lead in coordinating and notifying the Participating Agencies of the meeting time and location.

F. Operating Procedures

Any staff member of a Participating Agency that is assigned to or works in the TCDFU must abide by the TCDFU **Standard Operating Procedures (SOPs)**. The TCDFU SOPs are a separate document that may be updated from time to time. The latest version of the SOPs is incorporated by reference into this MOU. SOPs will be amended by TCDA on an as needed basis in accordance with Forensic Best Practices.

The SOPs are designed to ensure that all forensic examinations and other procedures of the TCDFU, including the handling and storage of evidence, are in compliance with the best

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practices recommended for a digital forensics' laboratory.

G. Administrative Responsibilities

All participants of the TCDFU acknowledge that this is a joint operation with all Participating Agencies acting for a common goal. Accordingly, the mission and objectives of the TCDFU will be a shared responsibility of the Participating Agencies.

For as long as the TCDFU is housed in the Ronald Earle Building, the Travis County District Attorney's Office will serve as the lead agency for the TCDFU and agrees to overall management responsibilities for the TCDFU, including but not limited to revisions of SOPs, the provision of lab and office space, provision of secure evidence storage space, provision of specified equipment, record keeping, and daily management of personnel work assignments. If the TCDFU is ever moved to another physical location, the Participating Agencies may choose another lead agency.

For as long as the Travis County District Attorney's Office is serving as the lead agency, the operational control, management, supervision of, and responsibility for operations of the TCDFU shall be vested in the Trial Division Director for the Travis County District Attorney's Office. If another Participating Agency assumes the role of lead agency, the program management may be moved to another individual chosen by the Participating Agencies.

Day-to-day operational matters will be supervised by the TCDFU Lab Supervisor. The TCDFU Lab Supervisor shall be a full-time employee of Travis County District Attorney's Office, and certified forensic examiner.

H. Personnel

Staff from Participating Agencies that are assigned to work with the TCDFU will be provided with workspace and access to all parts of the Ronald Earle Building necessary for the staff to perform their job.

Any staff working on matters related to the TCDFU may not engage in any activity which, either in appearance or fact, conflicts with their duties at the TCDFU or reasonably impeaches the independence of their work for the TCDFU. In addition to the requirements set forth in this MOU and the accompanying SOPs, each Participating Agency shall ensure that their employee participants remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies applicable to those of their respective agency. While assigned to the TCDFU, staff shall be managed by and report to the Lab Manager about all digital forensic matters while still maintaining their direct chain of command and employee responsibilities with their Participating Agency.

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Personnel selections for the TCDFU are at the discretion of the Travis County District Attorney, as the lead agency, and the Participating Agencies. Personnel will be selected based on the needs of the TCDFU, their experience in and understanding of digital forensics, and the available resources of the Participating Agencies. While full-time assignment to the TCDFU is preferred, part-time and as-needed assignments will be allowed as long as the personnel are able to contribute to the overall goals of the TCDFU.

I. Information and Evidence Management

All reports generated by TCDFU personnel will be maintained at the TCDFU office space and on TCDFU equipment, although copies of reports will be provided to the agency conducting the related criminal investigation. Proper chain of custody will be maintained in accordance with the applicable laws of the State of Texas in coordination with originating case agency regulations.

Storage of all digital devices and evidence shall either be maintained within the TCDFU or the agency conducting the related criminal investigation.

A digital device or evidence that is in the process of examination, or that has already been examined, shall only be removed or released to a non-Participating Agency or individual with the consent of the agency that conducted the initial criminal investigation.

J. Twelve Month Review

After twelve months of operation, the principals from the Participating Agencies shall meet to discuss ways to modify and improve the operation of the TCDFU, assess the overall success of the TCDFU and announce whether that agency is interested in continuing its participation for another year. The participating agencies will evaluate the financial contributions to TCDFU as a part of this review and determine if increases are warranted.

K. Duration and Modification of the MOU

The term of this MOU shall begin upon complete execution and will remain for the duration of the TCDFU's operations, contingent upon approval of necessary funding, but for no more than five years. After five years, the Participating Agencies must review this MOU to determine if modifications should be made.

This MOU may be terminated at any time upon the written mutual consent of the agencies involved. A Participating Agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate.

Should a Participating Agency terminate its participation, it is entitled to have any equipment it

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purchased returned to it, and it must return any equipment that was purchased by another agency or through a joint funding arrangement of the TCDFU.

The conditions of the MOU may be modified with approval of the Trial Division Director and Lab supervisor after written consent from all participating agencies.

L. Signature and Approval

By signing below, I agree to bind my agency to this Memorandum of Understanding and do approve of my agency's participation in the TCDFU described herein. I also agree to bind my agency to the terms and conditions set out in this MOU for a period of one year from the date of execution hereof, unless otherwise terminated according to the agency's other termination rights for cause or convenience on thirty (30) days notice. This MOU may be amended if in writing and signed by the parties to be charged.

Signature

Title

Agency

Date
