

## Memorandum of Understanding

OAG Contract No. C-01275

This Memorandum of Understanding (“MOU”) is executed between the Parties identified below, for certain Internet Crimes Against Children (“ICAC”) Task Force activities. The Parties may be referred to in this contract individually as “Party” or collectively as “Parties.”

### Section 1 Parties

Mission Police Department (“Department”)

The Office of the Attorney General of Texas (“OAG”)

### Section 2 Mission of the OAG

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 activities. 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 as a means to help them acquire the necessary knowledge, personnel, and equipment. This help encompasses 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 Term of MOU

This MOU shall be effective on October 30th, 2023 and will continue in effect until September 30th, 2024.

### Section 4 Purpose of the 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 cancels and replaces any prior existing ICAC Task Force MOU between the Parties.

## **Section 5      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 standards is cause for termination of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. 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 6      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 and undercover operations utilized by the ICAC Task Force.

## **Section 7 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 ordinance, state, or federal laws.

## **Section 8 No Employment Relationship with the OAG; Liability**

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.

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, but not limited to, the use of automobiles (or other transportation), taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

## **Section 9 Reporting Statistics**

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 appropriate format by the tenth (10th) calendar day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, the Department shall provide detail 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.

**Section 10 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 on-going training needs of its investigators to maintain their competency and currency.

**Section 11 Confidentiality**

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

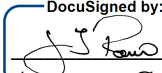
**Section 12 Termination of MOU**

Either Party, at 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 that include, but are not limited to, failure of Department to accept and/or investigate cyber tips, failure of Department to report statistics to the OAG, failure of Department to adhere to national ICAC program's Operational and Investigative Standards, or failure of Department to exercise reasonable efforts to support the on-going training needs of its investigators to maintain their competency and currency.

**Section 13 Signatures**

The Parties stipulate and agree that the signatories hereto are signing, executing and performing this MOU only in their official capacity.

**Office of the Attorney General**

DocuSigned by:  
  
\_\_\_\_\_  
Attorney General or designee

DocuSigned by:  
  
\_\_\_\_\_  
Cesar Torres  
Authorized Official



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

To: Brent Dupre, Director of Law Enforcement  
Jason Anderson, Division Chief, Criminal Investigations Division Rustin  
Haby, Major, CEU, Criminal Investigations Division

From: Patricia Griffith, Lieutenant / ICAC Deputy Commander, Criminal Investigations  
Division

<sup>DS</sup>  
PG

Date: October 23, 2023

Subject: ICAC Affiliate Request – Mission Police Department (MPD)

In an effort to maintain the affiliate base of the Southern Texas Internet Crimes Against Children (ICAC) Task Force administered by the Office of the Texas Attorney General (OAG), I am requesting approval for agreement in the form of a Memorandum of Understanding (MOU) between the Texas OAG and the Mission Police Department (MPD), located in Mission, Hidalgo County, TX. The MPD is interested in joining the fight against child exploitation and as an ICAC affiliate, will have access to additional resources and training, which will enhance their proactive and reactive investigative efforts. I am confident the MPD will be an asset to the Texas OAG and the ICAC mission.

For the purpose of this requested MOU, the point of contact for the MPD is Detective Gerardo Lerma. Detective Lerma can be reached at 956-358-2796 or via email at glerma0669@missionpolice.org. The authorized official for the MPD will be Chief Cesar Torres. Chief Torres can be reached at 956-358-2181 or via email at chiefctorres@missiontexas.us.

APPROVED  
DocuSigned by:  
*Rustin Haby*  
9FB3C4744CC54AE...  
Rustin Haby, Major, CEU, Criminal Investigations Division

DISAPPROVED  
10/23/2023 | 2:37 PM CDT  
Date

APPROVED  
DocuSigned by:  
*Jason Anderson*  
C88CFB4EAD07481...  
Jason Anderson, Chief, Criminal Investigations Division

DISAPPROVED  
10/24/2023 | 9:23 AM CDT  
Date

APPROVED  
DocuSigned by:  
*Brent Dupre*  
21DE7A9BD15C4CD...  
Brent Dupre, Director of Law Enforcement

DISAPPROVED  
10/30/2023 | 10:08 AM CDT  
Date

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Dane Codispoti

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Dane Codispoti

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dane.codispoti@oag.texas.gov

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Trey Morales

**Completed**

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trey.morales@oag.texas.gov

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Asset Forfeiture Manager

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Office of the Attorney General of Texas

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

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Jason Anderson

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Jason.Anderson@oag.texas.gov

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Criminal Investigations Division Chief

Using IP Address: 96.8.248.199

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Office of the Attorney General of Texas

Signing Group: Criminal Investigations - Division  
ChiefSecurity Level: Email, Account Authentication  
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Scarlett Tucker

**Completed**

Sent: 11/8/2023 7:03:25 AM

Scarlett.Tucker@oag.texas.gov

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Signing Group: General Counsel – Contract

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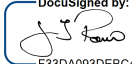
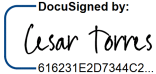
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Attorneys

Signed using mobile

Security Level: Email, Account Authentication  
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Signer Events	Signature	Timestamp
<p>Allan Meeseey  Allan.Meeseey@oag.texas.gov  GCD  Signing Group: General Counsel, Contracts  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 204.64.24.2</p>	<p>Sent: 11/8/2023 7:23:54 AM  Viewed: 11/8/2023 11:10:35 AM  Signed: 11/8/2023 11:12:03 AM</p>
<p>Brent Dupre  Brent.Dupre@oag.texas.gov  Director of Law Enforcement  Signing Group: Director of Law Enforcement  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 104.54.205.71</p>	<p>Sent: 11/8/2023 11:12:05 AM  Viewed: 11/8/2023 11:21:18 AM  Signed: 11/8/2023 11:21:23 AM</p>
<p>Gerardo Lerma  glerma0669@missionpolice.org  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 11/10/2023 10:11:54 AM  ID: a8ba3386-ec21-4958-b044-e0e8f2d4f57d</p>	<p><b>Completed</b></p> <p>Using IP Address: 67.10.13.77</p>	<p>Sent: 11/8/2023 11:21:25 AM  Viewed: 11/10/2023 10:11:54 AM  Signed: 11/10/2023 10:35:08 AM</p>
<p>Josh Reno  Josh.Reno@oag.texas.gov  Deputy Attorney General for Criminal Justice  Office of the Attorney General of Texas  Signing Group: Deputy Attorney General for Criminal Justice  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>DocuSigned by:    F33DA093DEBC4E9...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 70.129.251.66</p>	<p>Sent: 11/10/2023 10:35:10 AM  Viewed: 11/16/2023 3:14:28 PM  Signed: 11/16/2023 3:14:33 PM</p>
<p>Cesar Torres  chiefctorres@missiontexas.us  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 11/13/2023 3:34:01 PM  ID: f08049a2-1934-428e-9411-d95c24a7c49d</p>	<p>DocuSigned by:    616231E2D7344C2...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 64.88.195.125</p>	<p>Sent: 11/10/2023 10:35:10 AM  Viewed: 11/13/2023 3:34:01 PM  Signed: 11/13/2023 3:34:30 PM</p>
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Patricia Griffith Patricia.Griffith@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/3/2023 11:54:32 AM
Jo Anne Osborn JoAnne.Osborn@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/16/2023 3:14:35 PM
Megan De La Rosa Megan.DeLaRosa@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/16/2023 3:14:35 PM

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### **Electronic signature**

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.

### **Sending information to and receiving information from us**

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](mailto:servicedesk@oag.texas.gov) to notify us of the error and delete all copies of the information you received.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Office of the Attorney General**

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:

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

**To advise Office of the Attorney General of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Office of the Attorney General**

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Office of the Attorney General**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

### Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
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: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

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