



Mississippi Internet Crimes Against Children Memorandum of Understanding

Parties

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operate the Mississippi ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the Tupelo Police Department acting through its duly authorized representative.

Overview/Mission Statement

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, 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.

The mission of the Mississippi ICAC Task Force therefore 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 ICAC cases and;
3. provide community education regarding the prevention of ICAC.

Purpose

The purpose of this MOU is to formalize the working relationship between the Tupelo Police Department and the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, Tupelo Police

Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC cases. By joining this Task Force, Tupelo Police Department will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the Mississippi Attorney General's Office will benefit from investigative support from Affiliate Agency.

Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation 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 Task Force investigations are not in the best interest of the Task Force.

Tupelo Police Department will:

Agree to use only sworn Tupelo Police Department law enforcement personnel to conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Agree to conduct reactive investigations where subjects are associated with Tupelo Police Department jurisdiction, including investigations of child pornography CyberTip referrals from the National Center for Missing and Exploited Children (NCMEC), 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, etc.

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 and reviewed by the ICAC Task Force Program Manager.

Agree to provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Agree to locate its ICAC investigators in secured space provided by Tupelo Police Department, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and

under the control of Tupelo Police Department ICAC Task Force personnel, with restricted access to authorized personnel only.

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 ICAC Task Force, its affiliate agencies or the national ICAC Program.

Agree to accept ownership and be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and provided to Affiliate Agency by the Mississippi Attorney General's Office, based on the attached executed equipment transfer form. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the Mississippi Attorney General's Office.

Supervision

Tupelo Police 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.

Liability

Tupelo Police Department is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Reporting Statistics

Using a form, or process provided by the Mississippi Attorney General's Office, Tupelo Police Department shall submit monthly statistics to the Mississippi Attorney General's Office 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 10th 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, a breakdown 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 Tupelo Police Department. The Mississippi Attorney General's Office will then be responsible for all required reporting to OJJDP.

Training

Tupelo Police Department shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate. Funding under this MOU is limited to the available funds that are received by the Mississippi Attorney General's Office under the OJJDP Grant program for the national ICAC program.

Confidentiality

Tupelo Police Department agrees that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Effective Date

This agreement shall be effective on January 22nd, 2021 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon 30 days written notice delivered to both agency directors.

Entered into this 22nd day of January 2021.

ICAC Task Force Affiliate-Department Head Signature



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Mississippi ICAC Task Force Authorized Signature