



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HOUSTON ACTING THROUGH THE HOUSTON POLICE
DEPARTMENT ON BEHALF OF THE HOUSTON-METRO INTERNET CRIMES
AGAINST CHILDREN TASK FORCE

AND

Fort Bend County by and through Constable Precinct 1, **MEMBER AGENCY**

I. PARTIES

This Memorandum of Understanding (**MOU**) is entered into by and between the City of Houston, a Home Rule Municipality of the State of Texas acting through the City of Houston Police Department on behalf of the Houston-Metro Internet Crimes Against Children Task Force (**HMICAC**), and Fort Bend County by and through Constable Precinct 1 (**MEMBER AGENCY**) acting through its duly authorized representative.

II. BACKGROUND

The United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) have created the Internet Crimes Against Children (**ICAC**) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies in developing 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 HMICAC is a recipient of an OJJDP Grant to enforce laws regarding ICAC, and utilizes this grant to administer and operate the HMICAC.

The mission of the HMICAC 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; and (3) provide community education regarding the prevention of ICAC.

The HMICAC encompasses eight (8) counties in and around the greater Houston-Galveston area: Harris, Galveston, Brazoria, Montgomery, Fort Bend, Waller, Chambers and Liberty. The HMICAC is comprised of individual law enforcement agencies (**Member Agencies**) with jurisdiction in this area. Member Agencies may withdraw from HMICAC and new Member Agencies may be added by executing an MOU with the City of Houston in substantially the same form as this MOU.

III. PURPOSE

The purpose of this MOU is to delineate the responsibilities and expectations of the Fort Bend County (**Member**) as a Member Agency of the HMICAC. By signing this MOU, the Member agrees to participate in the HMICAC for the primary purpose of vigorously and properly investigating cases involving the sexual exploitation of children via the internet, and to abide by the terms and conditions stated herein and applicable to all Member Agencies. By participating in HMICAC, the Member will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the HMICAC will benefit from the Members' investigative support.

IV. INVESTIGATIONS

Investigations will follow guidelines established by each Member Agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the Department of Justice Office of Justice Programs ICAC program's Operational and Investigative Standards, incorporated herein by reference. 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 Member 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.

A. MEMBER AGENCY RESPONSIBILITIES:

Each Member Agency will:

1. Use only sworn law enforcement investigators to conduct all 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 OJJDP.
2. Conduct reactive investigations where subjects are associated within **each** Member Agency's 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.

3. 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 HMICAC Unit Commander.
4. Provide the HMICAC with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
5. Locate its ICAC investigators in secured space provided by each Member Agency with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **each** Member Agency's ICAC personnel, with restricted access to authorized personnel only.
6. 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 HMICAC.
7. Member Agencies shall be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to a Member Agency by the Houston Police Department. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the City of Houston Police Department.

V. SUPERVISION

Each Member Agency 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 HMICAC. HMICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by HMICAC standards.

VI. JURISDICTION

The principal sites of HMICAC activity will be within the respective jurisdictional area of each Member Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by a **Member Agency's** employee as a member of the HMICAC.

VII. EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies.

VIII. INSURANCE AND LIABILITY

The parties are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the City and the County. Each party to this Agreement represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

Each party to this MOU agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party or other Member Agency, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers subject to the laws of the State of Texas.

Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

IX. REPORTING STATISTICS

Using a form provided by the HMICAC, each Member Agency shall submit monthly statistics to the HMICAC 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 a Member Agency. The HMICAC will be responsible for all required reporting to OJJDP.

X. TRAINING

Member Agencies 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 HMICAC will review training requests and provide funding for ICAC-approved training when appropriate.

Member Agencies seeking reimbursement shall submit an invoice to the Chief of the Houston Police Department within thirty days of the date training is completed. HMICAC acting through the Houston Police Department shall reimburse the Member Agency within thirty days after receipt of an approved invoice. No funds are allocated for this purpose as the City's obligation for payment under this MOU, if any, is limited to funds received from the Internet Crimes Against Children OJJDP Grant. Unless adequate funds are received, the City shall have no obligation to pay a Member Agency. Member Agencies must look to these designated funds only and to no other funds for payment under this MOU.

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use tax. Contractor's invoices to the Houston Police Department must not contain assessments of any of these taxes.

XI. CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of HMICAC will be held in the strictest confidence, and will only be shared with other Member Agencies or other law enforcement agencies not participating in the HMICAC where necessary or as otherwise permitted by federal and/or state law.

XII. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Member Agency shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the Member Agency's performance of this MOU, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

XIII. POINTS OF CONTACT

The City designates the following primary point of contact for this MOU:

Chief of Police Art Acevedo
Houston Police Department
1200 Travis, 16th Floor
Houston, Texas 77002
(713) 308-1600

Member Agency, designates the following primary point of contact for this program:

Deputy Garrett Post
Fort Bend County Constable Precinct 1
1517 Eugene Heimann Circle #200
Richmond, Texas 77469

XIV. GOVERNING LAW AND VENUE

This MOU is governed in all respect by applicable Local, State and Federal laws which shall supersede any provision made in this MOU to the contrary. Any provision so effected will not negate the rest of the MOU. In case any one more of the provisions contained in this MOU shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this MOU shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein

Exclusive venue is in Houston, Harris County, Texas.

XV. EFFECTIVE DATE

This MOU shall be effective on _____ and continue for one year. Upon the expiration of one year this MOU shall automatically be renewed each year on the anniversary date for one additionally year until such time as federal funding for the Grant ends or the MOU is canceled by either party upon 30 days written notice delivered to both parties primary point of contact, This MOU may be executed in

This MOU has been executed on behalf of Fort Bend County (Member Agency) by a duly authorized representative of the Member Agency, and or on behalf of the City of Houston by the Chief of Police, a duly authorized representative of the City of Houston.

APPROVED:


COUNTERSIGNED BY:

By: _____
Art Acevedo, Chief of Police
Houston Police Department

By: _____
City Controller
Date Signed: _____

APPROVED:

Fort Bend County : MEMBER AGENCY

By:  _____

Name: Robert E. Hebert

Title: County Judge

March 13, 2018

APPROVED AS TO FORM:

By: _____
Assistant City Attorney
L. D. No: _____

multiple counterparts, each shall be deemed to be original, but all of which, taken together, shall constitute one and the same agreement.

The addition or deletion of Member Agencies to or from this MOU shall not affect the MOU with the remaining Member Agencies.

This MOU can be amended or replaced by a majority of the Member Agencies. All of the Member Agencies must be notified in writing within thirty (30) days and an open forum must be held in which the Member Agencies have been invited to attend. If a member Agency does not agree to the amendment, the Member Agency may withdraw from the HMICAC.

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