

City Council Agenda Items  
and  
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date  
Agenda Items Only

<u>G. Tabor</u>	<u>Police Projects</u>	<u>Police</u>
<b>Submitted By</b>	<b>Division</b>	<b>Department</b>

**Action Required:**

Acceptance of the 2nd Continuation Subgrant for the non-matching 2010 Internet Crimes Against Children (ICAC) Task Force Grant in the amount of \$11,824.19 and approval of a budget adjustment. The Arkansas State Police has awarded its' remaining pool of funds from the 2010 ICAC Grant that must be expended by September 30, 2013.

\$ <u>11,824.19</u>	\$ <u>-</u>	<u>ICAC Task Force</u>
Cost of this request	Category / Project Budget	Program Category / Project Name
<u>1010-2920-5210.00</u>	\$ <u>-</u>	<u>Grant</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>36033-1011</u>	\$ <u>-</u>	<u>General</u>
Project Number	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature] 6-26-13 Previous Ordinance or Resolution # \_\_\_\_\_  
Department Director Date

[Signature] 6-28-13 Original Contract Date: \_\_\_\_\_  
City Attorney Date Original Contract Number: \_\_\_\_\_

Paul A. Becker 7-1-2013  
Finance and Internal Services Director Date

Received in City 06-23-13 A09:38 RCVD  
Clerk's Office [Signature]

[Signature] 7-1-13  
Chief of Staff Date

Received in Mayor's Office


[Signature] 7/1/13  
Mayor Date

Comments:

## CITY COUNCIL AGENDA MEMO

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**To:** Mayor Lioneld Jordan and City Council Members

**From:** Greg Tabor, Chief of Police 

**Date:** June 28, 2013

**Subject:** **Acceptance of 2<sup>nd</sup> Continuation Subgrant for the 2010 Internet Crimes Against Children Grant**

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### PROPOSAL:

The Arkansas State Police has awarded their remaining pool of funds from the 2010 Internet Crime Against Children (ICAC) Grant that must be expended by September 30, 2013. The Fayetteville Police Department was awarded \$11,824.19 in non-matching grant funds for the purchase of an Apple MacBook Pro Laptop and an XRY Forensic Complete Mobile Device System. This equipment will provide investigators with the ability to run state of the art digital forensics on all Apple devices. Possessing this equipment in-house will greatly enhance our evidence collections while hastening the investigation and arrest process.

### RECOMMENDATION:

Staff recommends acceptance of the 2<sup>nd</sup> Continuation Subgrant Proposed Budget for the non-matching 2010 ICAC Grant in the amount of \$11,824.19 and approval of the corresponding budget adjustment. Please contact me at extension 3500 for further discussion.

### BUDGET IMPACT:

This funding source does not require local matching funds.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE SECOND CONTINUATION SUBGRANT OF THE NON-MATCHING 2010 INTERNET CRIMES AGAINST CHILDREN TASK FORCE GRANT IN THE AMOUNT OF \$11,824.19, AND APPROVING A BUDGET ADJUSTMENT

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of \$11,824.19.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 16<sup>th</sup> day of July, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

**City of Fayetteville, Arkansas  
Budget Adjustment Form**

V12.0724 A. 5  
Internet Crimes Against Children  
Arkansas State Police Grant  
Page 4 of 16

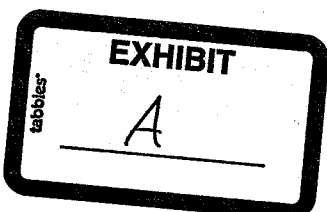
<b>Budget Year</b>  2013	Division: Police Department: Police	<b>Request Date</b>  7/16/2013	<b>Adjustment Number</b>
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**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

Establish an expense budget for the 2nd Continuation grant award of the 2010 Internet Crimes Against Children grant awarded by the Arkansas State Police. These funds will be used to purchase a laptop and a digital data forensic recovery system.

Division Head	Date	Prepared By: <u><i>Willie Newman</i></u> <small>Willie Newman</small>						
Budget Director	Date	Reference:						
Department Director	Date	<b>Budget &amp; Research Use Only</b>						
Finance Director	Date	Type:	A	B	C	D	E	P
Chief of Staff	Date	General Ledger Date						
Mayor	Date	Posted to General Ledger	Initial	Date				
		Checked / Verified	Initial	Date				

Account Name	Account Number		TOTAL BUDGET ADJUSTMENT		Project.Sub Number
			Expense	Revenue	
			Increase / (Decrease)		
Minor equipment	1010.2920.5210.00	EX	11,825		36033 . 1011
State Grants-Operational	1010.0001.4302.01	RE		11,825	36033 . 1011





**Mike Beebe**  
Governor

# State of Arkansas



**Stan Witt**  
Director

## ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

*"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"*

### ARKANSAS STATE POLICE COMMISSION

Jane Dunlap Christenson  
Chairman  
*Harrison*

Daniel "Woody" Futrell  
Vice-Chairman  
*Nashville*

Wallace Fowler  
Secretary  
*Jonesboro*

Frank Guinn, Jr.  
*Paragould*

Dr. Lewis Shepherd  
*Arkadelphia*

John Allison  
*Conway*

Steve Smith  
*Little Rock*

June 18, 2013

Willie Newman  
Fayetteville Police Department  
100 West Rock Street  
Fayetteville, AR 72701

Re: Subgrant Award Notification

Dear Mr. Newman:


It is my pleasure to inform you that portions of your application for funding under award number (2010-MC-CX-K009) has been approved. As you are aware, this award is for purchases that can be completed by September 30, 2013.

Please note, this award is subject to all special conditions outlined in your Memorandum of Understanding and Subgrant Agreement.

Any questions regarding this award should be addressed to me or Ronda Barentine. Ronda can be reached at 501-618-8373.

Congratulations and we look forward to working with you.

Sincerely,

  
Captain Steven A. Coppinger  
Assistant Division Commander  
Criminal Investigation Division  
Arkansas State Police

**ARKANSAS STATE POLICE  
SUBGRANT AGREEMENT**

State of Arkansas



Mike Beebe  
Governor

**ARKANSAS STATE POLICE**

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Stan Witt  
Director

**Sub Grant Agreement**

Sub Grant Number ICAC10-C2-02 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

**I. RECIPIENT INFORMATION:**

Name: Fayetteville Police Department  
Address: 100 West Rock Street  
City: Fayetteville State: AR Zip Code: 72701  
Employer Identification Number or Social Security Number: 71-6018642  
AASIS Vendor # 100036504 Purchase Order #(s) \_\_\_\_\_

Recipient Contact Name, Title, & Phone: Willie Newman, (479)587-3579  
ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine, (501) 618-8373

**II. GRANT PERIOD:**

This agreement will begin on June 28, 2013 and will end on September 30, 2013

In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

**III. AMOUNT AND SOURCE OF FUNDS:**

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

FUND	FUND CENTER	COMMITMENT ITEM	COST CENTER	GENERAL LEDGER	WBS	INTERNAL ORDER	AMOUNT
FLA8400	521	501:00:04	456845	51000010000	F.0960.ICAC-10-S		\$11,824.19

Total Grant Amount: \$11,824.19

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

**Invoice forms and backup documentation are to be submitted to the ASP by the 10<sup>th</sup> of the subsequent month in which activities are completed and expenditures are incurred.**

**ARKANSAS STATE POLICE  
SUBGRANT AGREEMENT**

**IV. OBJECTIVE AND SCOPE:**

CFDA Number 16.543

Title of Grant Arkansas Internet Crimes Against Children Task Force

Grant Status:  Discretionary       Discretionary, but exempt       Non-Discretionary

If Discretionary but exempt, indicate reason for exemption

**Purpose of Grant:** To continue and/or enhance investigative and forensic efforts in support of the Arkansas Internet Crimes Against Children (ICAC) Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description
1	Memorandum of Agreement
2	Detailed Budget

**V. CANCELLATION:**

- A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

**VI. PROGRAM COMPLIANCE:**

- A. **STATE AND FEDERAL LAWS:** Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Sub grantee is required to notify Arkansas State Police of any violations to the above.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

**ARKANSAS STATE POLICE  
SUBGRANT AGREEMENT**

- E. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**VII. PROGRAM OPERATION:**

- A. PURPOSE AND SCOPE:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).
- B. STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

**VIII. INFORMATION AND RECORDS:**

- A. ACCESS TO RECORDS:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit.
- C. CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.
- D. FREEDOM OF INFORMATION:** The Recipient shall comply with the Freedom of Information Act.

**IX. FISCAL PRACTICES**

- A. CLAIMS:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.
- B. NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.
- C. BILLING:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.
- D. LIMITATION OF THE ASP OBLIGATION TO PAY:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.



## ARKANSAS STATE POLICE SUBGRANT AGREEMENT

**E. PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL:** Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

**F. AUDIT REQUIREMENT:** Recipient shall send two copies of the audit to the following address:

Arkansas State Police  
Fiscal Section  
#1 State Police Plaza Drive  
Little Rock, Arkansas 72209

**G. RECOVERY OF FUNDS:** The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

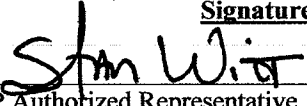
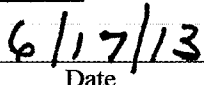
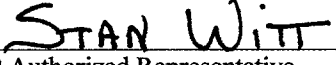
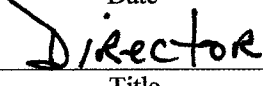
**X. AMENDMENT:**

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

**XI. CERTIFICATION AND SIGNATURE:**

**A. SIGNATURES:**

<b><u>Signature of Subgrant Agreement Recipient Authorized Representative</u></b>	
Signature of Recipient Authorized Representative	Date
Printed Name of Recipient Authorized Representative	Title
<p>In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient.</p>	

<b><u>Signature of ASP Agency Authorized Representative</u></b>	
	
Signature of ASP Authorized Representative	Date
	
Printed Name of ASP Authorized Representative	Title

Program Agency (ASP)

Program Contact Person: Captain Steven A. Coppinger

Phone: (501) 618-8850

Fiscal Contact Person: John Tidwell

Phone: (501) 618-8335

**ICAC10 2nd CONTINUATION SUBGRANT APPROVED BUDGET for  
 FAYETTEVILLE POLICE DEPARTMENT**

Award # 2010-MC-CX-K009

As a previous ICAC subgrantee, you may have the opportunity to improve your investigative response to Internet Crimes Against Children. Please complete the following to identify items necessary to enhance your capacity.

ITEM	QTY	ITEM COST	TOTAL
Apple MacBook Pro Laptop Computer	1	\$2,895.11	\$2,895.11
FRED Dual Xeon Forensic Computer	1	\$9,542.04	\$9,542.04
SATA Hard Drives- 2TB	5	\$155.27	\$776.35
External Hard Drives 2TB	3	\$163.86	\$491.58
XRY Forensic Complete	1	\$8,929.08	\$8,929.08
<b>GRAND TOTAL</b>			\$11,824.19

NOT APPROVED  
 NOT APPROVED  
 NOT APPROVED

Upon approval of your proposal, you will receive an Award letter, and Subgrant Agreement requiring your Authorized Representative's signature. Upon return of the executed Subgrant Agreement, a Reimbursement Invoice will be emailed to the ICAC coordinator of your agency.

**Please note that all funds must be expended by September 30, 2013**

**No salaries, overtime, or fringe will be permitted.**

**No travel, tuition, lodging, meals, mileage will be permitted.**

**No software renewal fees extending beyond December 31, 2013.**

**Approved items include equipment, software, forensic tools and supplies.**

**Arkansas State Police**  
**Internet Crimes Against Children**  
**Arkansas Region**  
**#1 State Police Plaza Drive**  
**Little Rock, AR 72209**

**MEMORANDUM OF UNDERSTANDING**

Effective for the duration of Cooperative Agreement #2010-MC-CX-K009

**PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Arkansas State Police (ASP) and Fayetteville Police Department (FPD). ASP will hereinafter be referred to as the sponsor agency and FPD will hereinafter be referred to as the affiliate agency. Investigative personnel so assigned are referred to as Task Force Officers (TFO). The Internet Crimes Against Children Task Force – Arkansas Region (ICACTF-AR) will be administered by ASP as the sponsor agency for administrative, operational, and logistical management under direction of the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and only to the extent required by the ICAC Cooperative Agreement referenced above.

**PURPOSE**

The purpose of this MOU is to delineate the responsibilities of the AR-ICAC participants, maximize interagency cooperation, and formalize relationships between the agencies for policy guidance, planning, training, and media relations.

Violation of any portion of this MOU by the affiliate agency or its representatives is cause for cancellation of the agreement hereinafter contained and the termination all financial or other support by the sponsor agency.

The mission of AR-ICAC is to provide a comprehensive multi-agency response to identify, investigate, apprehend, and successfully prosecute offenders who use the Internet, online communication systems, or other computer technologies to sexually exploit children and to provide proactive tools, resources, and

information to educate parents, teachers, and children about Internet safety and victimization prevention.

### INVESTIGATIVE/OPERATIONAL STANDARDS

The affiliate agency must insure that:

1. Agency policy does not conflict with any portion of the latest published ICAC Operational and Investigative Standards, and
2. They must adopt as part of their agency policy those portions of the ICAC Operational and Investigative Standards that are relevant to their participation with AR-ICAC as well as their conduct of Internet child exploitation investigations in general.

The ICAC Operational and Investigative Standards is a published set of guidelines and best practices that have been developed through the national ICAC Working Group and adopted as requirements for all agencies participating in the program. The ICAC Working Group is a consortium of sponsor agency representatives from each of the Regional Task Forces. The ICAC Operational and Investigative Standards are nationally recognized and widely copied for law enforcement use outside of the ICAC program. The head of agency signature for the affiliate agency affixed to the bottom of this document affirms compliance with this requirement. If the execution of this document is the first one executed between the sponsor and the affiliate agency, the signature may denote that active steps are being taken to comply with the above requirements which must be completed in a timely manner.

### AGENCY POINT-OF-CONTACT

The affiliate agency agrees to identify a supervisor assigned to their ICAC activities to represent the agency as part of the Regional Advisory Group for coordination and communications purposes. This Group is comprised of similar representatives from other affiliate agencies that are part of AR-ICAC.

### MONTHLY REPORTING

Statistical data pertinent to affiliate agency operations and conforming to established ICAC definitions and format as determined by the ICAC Working Group must be collected by the affiliate agency and submitted to the sponsor agency's ICAC Coordinator not later than the 10<sup>th</sup> day of each month. The data submitted should include all pertinent data collected during the previous month.

For example, data collected from March 1<sup>st</sup> through March 31<sup>st</sup> should be submitted in ICAC format not later than April 10<sup>th</sup>.

Other reports may be required from time to time by the sponsor agency, OJJDP, and/or other agencies in coordination with ICAC. These are to be considered required reports as well and the terms of timely and complete submission will be provided as necessary.

### TRAINING

The sponsor agency agrees to provide assistance for training at the national level and access to schools and courses taught or sponsored by the ICAC program and its national partners. Costs for training, instructors, and materials will be covered by ICAC funding. Lodging is also covered for the majority of ICAC sponsored training. In many cases, software and other tools are provided at no cost. All other expenses are the responsibility of the affiliate agency.

### COMMUNICATIONS

The sponsor agency will allow access to ICAC information and data systems by the affiliate agency for case deconfliction, information sharing, assistance requests, data archival/retrieval, and other purposes. This access will be coordinated and managed by the sponsor agency.

### REACTIVE/PROACTIVE INVESTIGATIONS

The affiliate agency must conduct reactive investigations at a minimum. Reactive investigations include CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the sponsor agency or other ICAC Task Forces, referrals from other agencies, citizen complaints, etc. Affiliate agencies can also conduct proactive investigations at their discretion based on jurisdictional need and/or compliance with the requirement to participate in national ICAC investigations. Proactive investigations may include one or more of the following: Peer-2-Peer (P2P) investigations, online chat, File Transfer Protocol (FTP), instant messenger, etc.

Proactive undercover investigations may only be conducted by sworn law enforcement personnel and those personnel must have successfully completed specific ICAC or approved national training for that purpose.

### OTHER AGENCY REFERRALS

The affiliate agency must respond in a timely manner to referrals and assistance requests from the sponsor agency, other affiliate agencies, ICAC Task Forces, and NCMEC. ICAC Regional Task Forces around the country place a very high priority on assistance requests made by sponsors and affiliates from other regions. AR-ICAC affiliates consequently are also expected to view outside assistance requests from other task forces with the same high degree of prioritization and handling.

### NATIONALLY COORDINATED INVESTIGATIONS

The affiliate agency must fully participate in all nationally coordinated ICAC investigations.

### FORENSIC SUPPORT

The sponsor agency, in cooperation with existing affiliate agencies, will provide forensic support for investigations. All ICAC forensic services will conform to national ICAC best practices as identified from time to time by the national ICAC Working Group. Additional forensic services offered by the affiliate agency must likewise conform to these best practices.

In addition, the affiliate agency must submit all images/graphics/movie files/etc. to NCMEC's Child Victim Identification Program (CVIP) in every case forensically examined by them in accordance with NCMEC guidelines and procedures. This requirement only applies to cases actually examined by the undersigned affiliate, not to cases submitted elsewhere by the affiliate for examination. Forensic cases examined by the sponsor agency or existing affiliates will be submitted by those agencies, even if the case was submitted by the undersigned affiliate. There is no exception to this requirement.

### COMMUNITY/AGENCY RESOURCE

The affiliate agency must serve as an ICAC resource and point-of-contact for all communities and agencies located within their jurisdiction or geographic area of responsibility. As a resource, the affiliate agency provides investigative assistance, public awareness information, and coordinates state and national ICAC assets in their area. As a point-of-contact, the affiliate agency represents the ICAC program in their jurisdiction.

## MEDIA

Media outreach on cases must be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules and other prosecutorial guidelines.

## DURATION

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current Cooperative Agreement period and all subsequent extensions.

Any affiliate agency may withdraw from AR-ICAC at any time by written notification from the head of agency to the Director of the Arkansas State Police. This written notification must be received by ASP not later than thirty (30) days prior to withdrawal.

Upon withdrawal from AR-ICAC, or termination of this MOU by the sponsor agency, all equipment provided to the sponsor agency will be returned to the former affiliate agency that supplied the equipment. All equipment provided to the affiliate agency or its employees will be returned to the sponsor agency in the absence of permanent legal transfers of property between state agencies as applicable.

## MODIFICATIONS

This agreement may be modified at any time by written consent of the sponsor and affiliate agencies.

Modifications to this MOU shall have no force or effect unless such modifications are reduced to writing and signed by the head of agency for each participating agency.

SIGNATURES

  
\_\_\_\_\_  
Colonel Winford Phillips, Director  
Arkansas State Police

Date: 31 August 2010

  
\_\_\_\_\_  
Greg Tabor, Chief of Police  
Fayetteville Police Department

Date: 8-25-10