

City of Fayetteville Item Review Form

2014-0102

Legistar File Number

03/18/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

Submitted By

Police

Department

Action Required:

Acceptance of the 2013 Internet Crimes Against Children grant award and approval of a budget adjustment in the amount of \$13,508.

Does this item have a cost?  Yes

\$13,508.00

Cost of this request

\$13,508.00

Category or Project Budget

ICAC 2013

Program or Project Name

1010.2920.5210.00/5304.00

Account Number

Funds Used to Date

Grant

Program or Project Category

36033-2013

Project Number

\$0.00

Remaining Balance

General

Fund Name

Budgeted Item?  No

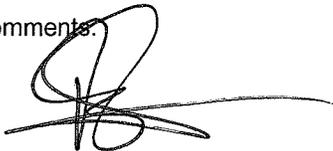
Budget Adjustment Attached?  Yes

V20130812

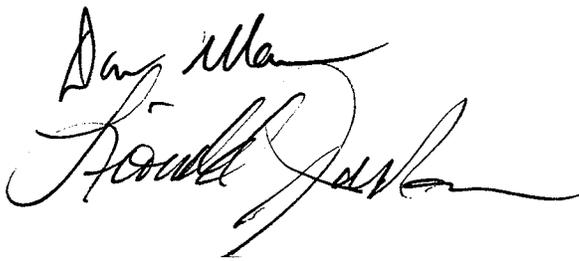
Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:



Paul a. Bush



## CITY COUNCIL AGENDA MEMO

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

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

**Date:** February 24, 2014

**Subject:** Approval of 2013 Internet Crimes Against Children Grant Award and Budget Adjustment

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### PROPOSAL:

The Arkansas State Police has awarded an Internet Crimes against Children (ICAC) Task Force Program Continuation Sub-grant for 2013 to the Fayetteville Police Department's Special Investigations Unit in the amount of \$13,507.53. These funds will be used for computer forensic equipment costs related to ICAC investigations in the amount of \$5,035.80 and ICAC training in the amount of \$8,471.73.

### RECOMMENDATION:

Staff recommends acceptance of the non-matching 2013 ICAC award and approval of a budget adjustment in the amount of \$13,508.

### BUDGET/STAFF IMPACT:

This non-matching grant will supplement existing detective position assigned to ICAC investigations with funding for new equipment and training.

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

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING CONTINUATION SUBGRANT FOR 2013 FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM GRANT IN THE AMOUNT OF \$13,507.53, AND TO APPROVE 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 a non-matching continuation subgrant for 2013 from the Internet Crimes Against Children Task Force Program in the amount of \$13,507.53.

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 18<sup>th</sup> day of March, 2014.

APPROVED:

ATTEST:

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

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

City of Fayetteville, Arkansas - Budget Adjustment Form

<b>Budget Year</b>	<b>Division:</b> Police	<b>Adjustment Number</b>
2014	<b>Dept.:</b> Police	
	<b>Requestor:</b> Willie Newman	

**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:**

Establish revenue and expense budget for the 2013 Internet Crimes against Children (ICAC) Grant award.

REQUEST DATE: 3/18/2014  
 LEGISTAR FILE ID#: 2014-0102

**BUDGET & INFORMATION MANAGEMENT USE**

*[Signature]* 2/18/2014  
 Budget Director Date

TYPE:  A  B  C  D  E  P

DESCRIPTION: \_\_\_\_\_

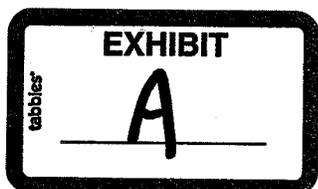
GLDATE: \_\_\_\_\_

POSTED: /

RESOLUTION/ORDINANCE

v.20140219

Account Number	TOTAL		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub		
1010.2920.5304.00	8,472	-	36033	2013	EX	Travel & Training
1010.2920.5210.00	5,036	-	36033	2013	EX	Minor Equipment
1010.0001.4302.01	-	13,508	36033	2013	RE	State Grants - Operational
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# ARKANSAS STATE POLICE

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

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

**Mike Beebe**  
Governor

**Stan Witt**  
Director

## ARKANSAS STATE POLICE COMMISSION

Daniel "Woody" Futrell  
Chairman  
Nashville

Wallace Fowler  
Vice-Chairman  
Jonesboro

Frank Guinn, Jr  
Secretary  
Paragould

Dr. Lewis Shepherd  
Arkadelphia

John Allison  
Conway

Bob Burns  
Little Rock

Jane Dunlap Christenson  
Harrison

February 14, 2014

Fayetteville Police Department  
Dominic Swanfeld  
100-A West Rock Street  
Fayetteville, AR 72701

Re: Subgrant Award Notification

Dear Mr. Swanfeld:

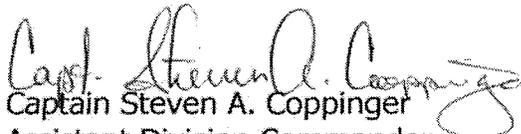
It is my pleasure to inform you that portions of your application for funding under award number 2013-MC-FX-K026 have been approved.  
Subgrant Award Number: ICAC13-11  
Award Period: February 12, 2014 – June 30, 2014  
Amount of Award: \$ 13,507.53

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

Enclosures: Subgrant Agreement  
Subgrant Budget Detail  
Memorandum of Understanding

ARKANSAS STATE POLICE  
SUBGRANT AGREEMENT



Mike Beebe  
Governor

State of Arkansas

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 ICAC13-11 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: Dominic Swanfeld (479)587-3530  
ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine (501) 618-8373

**II. GRANT PERIOD:**

This agreement will begin on February 12, 2014 and will end on June 30, 2014

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
FLA8401	521	501:00:04	456869	51000010000	F.0960.ICAC-13-S		\$ 13,507.53

Total Grant Amount: \$13,507.53

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 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:**

<u>Signature of Subgrant Agreement Recipient Authorized Representative</u>	
_____ Signature of Recipient Authorized Representative	_____ Date
<u>Lioneld Jordan</u> Printed Name of Recipient Authorized Representative	<u>Mayor</u> Title
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.	

<u>Signature of ASP Agency Authorized Representative</u>	
_____ 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





Arkansas State Police  
Internet Crimes Against Children Task Force  
1 State Police Plaza Drive  
Little Rock, Arkansas 72209



## AFFILIATE AGENCY MEMORANDUM OF UNDERSTANDING

### Section 1: Introduction

In 2008, Congress passed, and President Bush signed, the Providing Resources, Officers, and Technology to Eradicate Cyber Threats to Our Children Act of 2008 (the "PROTECT Our Children Act" or the "Act"). This Act requires the U.S. Department of Justice (DOJ) to formulate and implement a National Strategy to combat child exploitation.

To address the threat to our nation's children, the National Strategy focuses on the following types of child exploitation: (1) child pornography, often called images of child sexual abuse; (2) online enticement of children for sexual purposes; (3) commercial sexual exploitation of children, and (4) child sex tourism.

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) within DOJ's Office of Justice Programs (OJP), oversees the disbursement of grants to federal, state, and local agencies to aid in the fight against child exploitation. OJJDP's efforts provide communication and coordination to the Internet Crimes Against Children (ICAC) Task Force Program; a fundamental component of our Nation's fight against child exploitation. Since 1998, OJJDP has funded the ICAC Task Force Program, a collection of 61 separate task forces throughout the country, to coordinate federal, state, and local investigative and prosecutorial response to child exploitation. The Arkansas ICAC (ARICAC) is a part of the national ICAC Task Force Program.

The *Fayetteville Police Department* recognizes the need for interagency communication and coordination of efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. Toward that end, this Memorandum of Understanding (MOU), dated December 19, 2013, is entered into by and between the Arkansas State Police (ASP), the sponsoring agency of ARICAC, and the *Fayetteville Police Department*, who, upon acceptance of all terms and conditions contained herein, will become an ARICAC affiliate agency. This MOU shall remain in full force and effect beginning on the date of signature by the Director of the ASP and continuing until the expiration of Award Number 2013-MC-FX-K026. However, this MOU may be terminated for any reason and at any time by the ASP. In addition, the head of the *Fayetteville Police Department* may terminate

the MOU and withdraw from the ARICAC Task Force at any time by providing written notification of such intent to the ARICAC Commander and/or the Director of the ASP.

### Section 2: Purpose

The purpose of this MOU is to provide a communication and coordination structure for the *Fayetteville Police Department*, an ARICAC affiliate agency, to enhance its efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. And because internet crimes against children and technology-facilitated child exploitation transcend traditionally recognized geographical boundaries, the *Fayetteville Police Department* authorizes its commissioned officers assigned to ARICAC to travel and work ICAC crimes, as necessary, originating and/or terminating inside or outside their normal geographical areas of responsibility (AOR).

### Section 3: Policies and Procedures

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees to comply fully with all Operational and Investigative Standards<sup>1</sup> promulgated by the DOJ for the ICAC Program. The most updated copy of the Operational and Investigative Standards, updated May 31, 2011, are attached to this MOU as Appendix A. Specifically, the *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees to follow Operational and Investigative Standard 2 in selecting suitable commissioned officers for assignment to the ARICAC Task Force. Once suitable commissioned officers have been selected<sup>2</sup> for assignment to the ARICAC Task Force, those selected shall be required to read and comply with all Operational and Investigative Standards.<sup>3</sup>

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees to select and identify one of its commissioned officers as its ICAC coordinator. The affiliate agency ICAC coordinator serves as the primary point-of-contact by and between the ASP, the ARICAC Task Force, the affiliate agency, and the

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<sup>1</sup> The Operational and Investigative Standards were developed through a national ICAC Working Group and are considered best practices for the ICAC program. While nationally recognized and widely copied for law enforcement use both inside and outside the ICAC program, the Operational and Investigative Standards are Law Enforcement Sensitive (LES).

<sup>2</sup> The affiliate agency is responsible to provide commissioned officers selected for assignment to the ARICAC Task Force vehicles, pagers, radios, weapons, body armor, cellular telephones, notebook computers for report writing, etc. The ARICAC Task Force will provide investigative and forensic preview tools and software commensurate with the commissioned officers level of training and experience.

<sup>3</sup> See Operational and Investigative Standard 3.1.

community within the ICAC coordinator's AOR<sup>4</sup>. One of the most important duties of the affiliate agency ICAC coordinator is the compiling of the performance measures of the affiliate agency's ICAC related operations each month. Once compiled by the affiliate agency ICAC coordinator, the performance measures for the month being reported should be submitted by the affiliate agency ICAC coordinator to the ARICAC Task Force Senior Intelligence Analyst at ASP Headquarters in Little Rock before the 10<sup>th</sup> day of the next month.<sup>5</sup> (For example, the affiliate agency's performance measures collected from March 1<sup>st</sup> through March 31<sup>st</sup> should be compiled and submitted using the ICAC Monthly Performance Measures Report no later than April 10<sup>th</sup>.) Finally, the affiliate agency ICAC coordinator may be required, on an infrequent basis, to submit other ancillary statistical information and/or reports by the ASP, the ARICAC Task Force, or the OJJDP.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, is eligible to have its commissioned officers assigned to the ARICAC Task Force participate in ICAC sponsored training both in-state and out-of-state hosted by the OJJDP, the National White Collar Crime Center (NW3C), and other federal partners. Costs for travel, lodging, meals, and training are generally covered by ICAC funding and are reimbursable to either the affiliate agency or to the commissioned officer in accordance with federal, state, and ASP travel and meal reimbursement statutes, policies, and procedures. All other expenses are the sole responsibility of the affiliate agency and/or the commissioned officer.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, is entitled to access to ARICAC information and data systems for case deconfliction, information sharing, assistance requests, data archival/retrieval, and for other ICAC related purposes. This access is coordinated and managed by the ASP Cyber Crimes Unit (of which the ARICAC Task Force is a part) Supervisor.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force will, at a minimum, conduct reactive investigations in response to: citizen complaints, CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the ASP or other intra-state or inter-state ICAC Task Force affiliate agencies, and referrals from other law enforcement agencies who may not be an affiliate agency. Reactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

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<sup>4</sup> As the point-of-contact to the community, the ICAC coordinator represents the state and national ICAC program within the community by providing prevention education activities to children, parents, educators, and others concerned about child safety issues. See Operational and Investigative Standard 7.1 – 7.2.

<sup>5</sup> See Operational and Investigative Standard 4.2.2.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force may, based upon investigative need, conduct proactive investigations (i.e. online chat cases, Peer-2-Peer (P2P) cases, and classified advertisement cases). Proactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force shall fully participate in any and all nationally coordinated ICAC investigations.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, understands and agrees that the ASP and/or another ARICAC affiliate agency may provide forensic support for any and all of the affiliate agency's ICAC investigations. All forensic support services provided by the ASP and/or another ARICAC affiliate agency conforms to national ICAC best practices. Should the *Fayetteville Police Department*, as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the *Fayetteville Police Department* also agrees to offer such services in conformance with national ICAC best practices.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees that identifying child victims is a critical element of the ICAC Program and understands that the DOJ and the OJJDP requires all affiliate agencies to submit child victim images, graphics, video files, etc., to NCMEC's Child Victim Identification Program (CVIP). Should the *Fayetteville Police Department*, as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the *Fayetteville Police Department* agrees to submit all child victim images, graphics, video files, etc., discovered to NCMEC's CVIP.<sup>6</sup>

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force, to be fully effective in their ICAC investigative efforts, must work either full-time (a minimum of 40 hours per week) or half-time (a minimum of 20 hours per week) to prevent, interdict, investigate, and prosecute internet crimes against children. All commissioned officers from affiliate agencies located within the federally designated Western District of Arkansas and Eastern District of Arkansas work ICAC related crimes under the direction and guidance of federal partners and an ASP special agent designated as the Task Group Leader. The Western District of Arkansas Task Group Leader is operationally located in

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<sup>6</sup> See Operational and Investigative Standard 6.

Springdale. The Eastern District of Arkansas Task Group Leader is operationally located in Little Rock.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, is eligible to apply as a subrecipient to the ASP for federal ICAC grant funding made available by OJJDP when such monies are available and when invited to do so.

The *Fayetteville Police Department*, as an ARICAC affiliate agency, agrees to comply fully with all rules, regulations, and requirements contained within the 2013 Financial Guide <sup>7</sup> promulgated by the DOJ, OJP's Office of the Chief Financial Officer. The 2013 Financial Guide is attached to this MOU as Appendix B. The 2013 Financial Guide serves as a primary reference manual to assist award recipients (ARICAC and all ARICAC affiliate agencies) in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. More specifically, the 2013 Financial Guide contains specific procedures ARICAC affiliate agencies must follow in the acquisition, retention, use, and disposal of property and equipment that subrecipients obtain with federal monies. In addition, the 2013 Financial Guide requires subrecipients (ARICAC affiliate agencies) to adhere to all applicable financial management laws within the State of Arkansas.

Therefore, the *Fayetteville Police Department*, as an ARICAC affiliate agency, also agrees to comply fully with all laws, policies, regulations, and procedures contained within the State of Arkansas, Department of Finance and Administration (DFA), Office of Accounting (OA) Financial Management Guide (Effective August 8, 2013)<sup>8</sup> published by the DFA. The Financial Management Guide (Effective August 8, 2013) contains specific statutes, policies, and procedures ARICAC affiliate agencies must follow with respect to travel regulations<sup>9</sup>, property and equipment inventory<sup>10</sup>, and purchasing and contracts<sup>11</sup>.

<sup>7</sup>The 2013 Financial Guide is provided for the use of all recipients (ASP) and all subrecipients (ARICAC affiliate agencies) of federal grant programs administered by the OJP. The guide serves as a compilation of various laws and regulations governing DOJ grants financial management and administration.

<sup>8</sup>The Financial Management Guide (Effective August 8, 2013) is published by the DFA Director to comply with Ark. Code Ann. § 19-1-209(a) and resides on the DFA web site at: <http://www.dfa.arkansas.gov/offices/accounting/financialManagementGuide/Pages/default.aspx>.

<sup>9</sup> See Ark. Code Ann. § 19-4-901 and Policies/Regulations (R) 1-19-4-901 - R9-19-4-904 (pp. 98-113).

<sup>10</sup> See Ark. Code Ann. § 19-4-1501 - 19-4-1503, R1-19-4-1503, and Appendices P1-19-4-1503 - P2-19-4-1503 (pp. 156 - 163).

Section 4: Updates to the MOU

This MOU may be modified at any time by written consent of the ASP and the Fayetteville Police Department, as an ARICAC affiliate agency. However, updates to this MOU have no force or effect until such updates are reduced to writing and signed by both the head of the affiliate agency and the Director of the ASP.

Section 5: Signatures

Approved Stan Witt  
Colonel Stan Witt, Director  
Arkansas State Police

Date 1/17/14

Approved [Signature]  
Chief Greg Tabor  
Fayetteville Police Department

Date 12-23-13

<sup>11</sup> See Ark. Code Ann. § 19-11-217, R1-19-11-217, Ark. Code Ann. § 19-11-238, R1-19-11-238, Ark. Code Ann. § 19-11-243, and R1-19-11-243 (pp. 241 – 253).

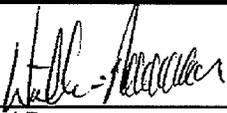
## Sub Project Maintenance Form

**Sub Project Request:** New SubProject  
 Project Number : 36033  
 Sub Project Number : 2013  
 Sub Project Title (40 char) : ICAC Task Force for 2013 16 Char Le  
 Sub Project Abbv (15 char) : ICAC 2013 6 Char Left  
 Sub Project Status : Active  
 Sub Project Division : Police  
 Scheduled Start Date : 2/12/2014 <= Double Click Date Cells  
 Scheduled Ending Date : 6/30/2014 <= Double Click Date Cells 20140630  
 Actual Start Date : 2/12/2014 <= Double Click Date Cells 20140212  
 Actual Ending Date : 6/30/2014 <= Double Click Date Cells 20140630

GLACCOUNT#	Account Description	<i>Need Setup</i>	Add/Delete	<i>Add to PCARD</i>
<u>1010.0001.4302.01</u>	<u>State Grants-Operational</u>	<u>_____</u>	<u>Add</u>	<u>_____</u>
<u>1010.2920.5120.00</u>	<u>Personnel Svcs - Contra</u>	<u>_____</u>	<u>Add</u>	<u>_____</u>
<u>1010.2920.5210.00</u>	<u>Minor equipment</u>	<u>_____</u>	<u>Add</u>	<u>Add</u>
<u>1010.2920.5304.00</u>	<u>Travel &amp; training</u>	<u>_____</u>	<u>Add</u>	<u>Add</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

### Description/Justification of Request

City Council to approve grant award at 3/18/2014 meeting.

  
 Requested By \_\_\_\_\_

Entered By \_\_\_\_\_

