

City of Fayetteville Staff Review Form

2014-0575

Legistar File ID

1/6/2015

**City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item**

Greg Tabor

12/17/2014

**Police /
Police Department
Division / Department**

Submitted By

Submitted Date

Action Recommendation:

Acceptance of the FY2014 Internet Crimes Against Children (ICAC) grant award and approval of a budget adjustment in the amount of \$14,977.

Budget Impact:

1010.2920.various

General

Account Number

Fund

36033-1415

Police - ICAC Grant

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 14,977.00

Remaining Budget \$ 14,977.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: ICAC grant application Staff Review was approved via Legistar ID #2014-0395.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 6, 2015

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police
DATE: December 16, 2014
SUBJECT: **Acceptance of FY2014 Internet Crimes Against Children Grant Award**

RECOMMENDATION:

Staff recommends acceptance of the FY2014 Internet Crimes Against Children (ICAC) grant award and approval of a budget adjustment in the amount of \$14,977.

BACKGROUND:

The Arkansas State Police (ASP) has provided periodic grant funding in support of ICAC investigative activities since 2007. Historically, Fayetteville has been very successful in obtaining ICAC funding as it becomes available. In 2013, we became a member in the multi-jurisdictional Northwest Arkansas ICAC Task Force, and assigned a full time investigator from our Special Investigation Unit to participate in the Task Force.

DISCUSSION:

Grant funds are an essential part of ICAC investigations due to the continuous changes in technology and digital data. ICAC investigations require intricate training, complex computer systems and digital forensic software to proactively investigate the exploitation of our children. We must continually upgrade this training, hardware, and software to maintain any technological advantage. This grant funding supplements local funds to ensure timely upgrades are available to our investigators.

BUDGET/STAFF IMPACT:

The operations expense and revenue budgets will increase equally. There is no staff impact associated with this grant award.

Attachments:

- Budget Adjustment
- Sub Grant Award Notification
- Sub Grant Agreement
- Sub Grant Special Conditions
- Approved Budget Detail Worksheet



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

ARKANSAS
STATE POLICE
COMMISSION

Daniel "Woody" Futrell
Chairman
Nashville

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Vice-Chairman
Jonesboro

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Arkadelphia

John Allison
Conway

Bob Burns
Little Rock

Jane Dorlap Christenson
Harrison

December 10, 2014

Fayetteville Police Department
William Brown
100-A West Rock Street
Fayetteville, AR 72701

Re: Subgrant Award Notification

Dear Mr. Brown:

It is my pleasure to inform you that portions of your application for funding under award number 2013-MC-FX-K026 have been approved.

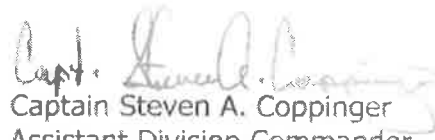
Subgrant Award Number: ICAC13-C1-04
Award Period: July 1, 2014 – June 30, 2015
Amount of Award: \$ 14,976.78

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 with Special Conditions
Subgrant Budget Detail Worksheet
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-C1-04 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-A West Rock Street
City: Fayetteville State: AR Zip Code: 72701
Employer Identification Number or Social Security Number: 71-6018462
AASIS Vendor # 100036504 Purchase Order #(s) _____

Recipient Contact Name, Title, & Phone: William Brown (479) 587-3500
ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on July 1, 2014 and will end on June 30, 2015

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	5100001000	F.0960.ICAC-13-S		\$ 14,976.78

Total Grant Amount: \$ 14,976.78

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 10th 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 Investigations/Forensics

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 Worksheet
3	Special Conditions

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
Lioneld Jordan	Mayor
Printed Name of Recipient Authorized Representative	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

ICAC13 1st Continuation Subgrant

Special Conditions

1. You, as the subrecipient, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor, or other person has either 1) submitted false claims for grant funds under the False Claims Act or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub recipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, D.C. 20530

Email:

oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): (800)-869-4499

Or fax: (202) 616-9881

Additional Information is available from the DOJ OIG website at www.usdoj.gov/oig

2. You, as the subrecipient, agree to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). You, as the subrecipient, also agree to comply with applicable restrictions on sub awards to first-tier sub recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipients obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here.

3. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages you as the sub recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
4. You, as the subrecipient, understand and agree that any training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
5. Prior to the expenditure of confidential funds, you, as the subrecipient, agree to sign a certification indicating that you have read, understand, and agree to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.
6. You, as the subrecipient, agree to provide information to the pass-through entity, the Arkansas State Police (ASP), so that the pass-through agency can comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the subrecipient agency. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of the pass-through recipient's obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executives Compensation), and are incorporated by reference here.
7. You, as the subrecipient, acknowledge that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize other to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

You, as the subrecipient, acknowledge that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-General).

It is the responsibility of the pass-through entity, the ASP), to ensure this condition is included as a special condition in any subaward awarded to you.

The pass-through entity, the ASP, also has the responsibility to obtain from you, the subrecipient, from your contractors, and from your subcontractors (if any) all rights and data necessary to fulfill the pass-through entity's obligations to the Government under this award. If you, as the subrecipient, your contractors, or your subcontractors refuse to accept these terms affording the Government such rights, the pass-through entity, the ASP, is required to promptly bring such refusal to the attention of the OJP program manager for this award and not proceed with this subgrant agreement without further authorization from the OJP program office.

END OF SPECIAL CONDITIONS

**FAYETTEVILLE POLICE DEPARTMENT
 APPROVED BUDGET DETAIL WORKSHEET
 Subgrant Award # ICAC13-C1-04
 Award Period: July 1, 2014 - June 30, 2015**

**Character 02 -
 Maintenance and
 Operations (any
 single item less than
 \$5K)**

<u>Supplies and Items</u>	<u>Quantity</u>	<u>Estimated Cost Per Item</u>	<u>Total Estimated Cost</u>					
Dell Desktop Computer and Dual Monitors	1	2,500.00	2,500.00					
		<i>Estimated Sales Tax</i>	\$0.09	225.00				
International Association of Computer Investigative Specialists (IACIS) - Membership Fees	1	100.00	100.00					
		<i>Estimated Sales Tax</i>	\$0.09	9.00				
	3			0.00				
		<i>Estimated Sales Tax</i>	\$0.09	0.00				
XRY Forensic License Renewal	1	2,995.00	2,995.00					
		<i>Estimated Sales Tax</i>	\$0.09	269.55				
	5			0.00				
		<i>Estimated Sales Tax</i>	\$0.09	0.00				
			6,098.55					Maintenance and Operations Net Total

Character 03 - Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>FICA Rate</u>	<u>Life Insurance (Hourly Rate)</u>	<u>Worker's Compensat ion Rate</u>	<u>Retireme nt Rate</u>	<u>Unemployment Insurance (Hourly Rate)</u>	<u>Medical (Hourly Rate)</u>	
1 Det. Andy Higdon - ICAC Investigator	Based on FICA, Life Insurance, Retirement, and Medical rates provided by the department.	1.45%	Not Listed	NL	19.84%	NL	NL	432.08
								432.08
								Fringe Total

Character 06 - Overtime

<u>Name/Position</u>	<u>Computation</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>				
1 Det. Andy Higdon - ICAC Investigator	Based on hourly wage, excluding fringe	\$40.5900	50			2,029.50	
						2,029.50	Overtime Total

FAYETTEVILLE POLICE DEPARTMENT
APPROVED BUDGET DETAIL WORKSHEET
Subgrant Award # ICAC13-C1-04
Award Period: July 1, 2014 - June 30, 2015

<u>Character 9 - Travel /Training/ Tuition</u>								
<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Estimated Cost Per Person</u>	<u>Number of Trips</u>	<u>Number of Days</u>	<u>Number of Travelers</u>	<u>Total Estimated Cost</u>	
1 Spring 2015 International Association of Computer Investigative Specialists (IACIS) Basic Computer Forensics Examiner (BCFE) Course	Maitland, FL	Airfare	600.00	1	0	1	600	
		Travel Day Meals	42.00	1	2	1	84	
		Standard Meal Rate	56.00	1	12	1	672	
		Other (Ground Transportation)	250.00	1	0	1	250	
		Lodging + Estimated	135.70	1	13	1	1,764	
		Sub Total						3,370
1 IACIS Basic Computer Forensics Examiner (BCFE) - Tuition			2,795.00				2795.00	
		Estimated Sales Tax	\$0.09				251.55	
							6,416.65	Travel /Training / Tuition Net Total
<u>Character 11 - Capital Equipment (any single item over \$5K)</u>								
<u>Item Description</u>	<u>Quantity</u>		<u>Estimated Cost Per Item</u>				<u>Total Estimated Cost</u>	
1							0.00	
		Estimated Sales Tax	\$0.09				0.00	
							0.00	Capital (Equipment) Net Total
							14,976.78	Net Total (All Categories)

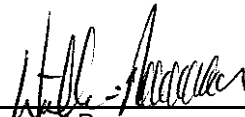
Sub Project Maintenance Form

Sub Project Request: New SubProject
 Project Number : 36033
 Sub Project Number : 2014
 Sub Project Title (40 char) : ICAC Task Force - 2014 18 Char Le
 Sub Project Abbv (15 char) : ICAC 2014 6 Char Left
 Sub Project Status : Active
 Sub Project Division : Police
 Scheduled Start Date : 7/1/2014 <= Double Click Date Cells
 Scheduled Ending Date : 6/30/2015 <= Double Click Date Cells 20150630
 Actual Start Date : 7/1/2014 <= Double Click Date Cells 20140701
 Actual Ending Date : 6/30/2015 <= Double Click Date Cells 20150630

<u>GLACCOUNT#</u>	<u>Account Description</u>	<u>Need Setup</u>	<u>Add/Delete</u>	<u>Add to PCARD</u>
1010.0001.4302.01	State Grants-Operational		Add	
1010.2920.5120.00	Personnel Svcs - Contra		Add	
1010.2920.5210.00	Minor equipment		Add	Add
1010.2920.5303.00	Publications & dues	Y	Add	Add
1010.2920.5304.00	Travel & training		Add	Add
1010.2920.5416.00	Software maintenance		Add	Add

Description/Justification of Request

City Council to approve grant award at 01/06/2015 meeting.


 Requested By _____

Entered By _____