



Asa Hutchison  
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"



William J. Bryant  
Director

Internet Crimes Against Children  
Subaward Agreement

Federal Award Number: 2013-MC-FX-K026 Federal Award Date: 9/24/2015  
(ICAC13 2<sup>nd</sup> Continuation)

Sub Grant Number ICAC13-C2-07 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: Jonesboro Police Department  
Address: 410 West Washington Avenue  
City: Jonesboro State: AR Zip Code: 72401  
Employer Identification Number or Social Security Number: 71-6013749  
AASIS Vendor # 100102060 DUNS #(s) 073540288

Recipient Contact Name, Title, & Phone: Sergeant Gary Shackelford (870) 935-6710  
ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine, Grant Specialist (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on November 1, 2015 and will end on May 31, 2016

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		\$ 13,054.00

Total Grant Amount: \$ 13,054.00

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.**

**IV. OBJECTIVE AND SCOPE:**

CFDA Number 16.543

Title of Grant OJJDP- Internet Crimes Against Children Arkansas 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 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.

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.

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 ASP Agency Authorized Representative</u></b>	
	<u>10/28/15</u>
Signature of ASP Authorized Representative	Date
<u>William J. Bryant</u>	<u>Director</u>
Printed Name of ASP Authorized Representative	Title

Program Agency: Arkansas State Police (ASP)

Program Contact Person: Ronda Barentine

Phone: (501) 618-8373

Fiscal Contact Person: John Tidwell

Phone: (501) 618-8335

Jonesboro Police Department  
 APPROVED Budget Detail Worksheet

Subgrant Award: ICAC13-C2-07

Award Period: November 1, 2015 - May 31, 2016

02 Maintenance and Operations  
 Supply Items

Nuix Software Solution  
 OS Forensics Software Program  
~~Researcher Mac~~  
 Computer and Monitors  
 Laptop

Computation	Cost
1 License x \$1750.00	\$1,750
2 Licenses x \$374.50	\$749
<del>1 License x \$4005.00</del>	<del>\$4,005</del>
1 Computer and monitors x \$1350.00	\$1,350
1 Laptop x \$1205.00	\$1,205

TOTAL SUPPLIES \$6,749 **\$5,054.00**

03 Fringe Benefits  
 Name/Position

Computation

Cost

SUB-TOTAL \$0  
 TOTAL FRINGE BENEFITS \$0

06 Overtime  
 Name/Position

Computation

Cost

TOTAL PERSONNEL \$0

Jonesboro Police Department  
 APPROVED Budget Detail Worksheet  
 Subgrant Award: ICAC13-C2-07  
 Award Period: November 1, 2015 - May 31, 2016

09 Travel /Training/ Tuition Purpose of Travel	Location	Item	Computation	Cost
TRAINING	Jonesboro, AR Jonesboro, AR	1 Training for \$8000.00; online training for 5 months <del>1 Training for \$251.00; online training for 2 months</del>	\$8,000 <del>\$251</del>	TOTAL <del>\$8,251</del> 8,000
11 Capitol Outlay Item				TOTAL TRAVEL AND TRAINING <del>\$8,251</del> 8,000
				Computation
				Cost

TOTAL EQUIPMENT ~~\$0~~  
 \$13,054.<sup>00</sup>



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 *Jonesboro 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 November 3, 2015, is entered into by and between the Arkansas State Police (ASP), the sponsoring agency of ARICAC, and the *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 October 16, 2014, are attached to this MOU as Appendix A. Specifically, the *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro 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 *Jonesboro Police Department* also agrees to offer such services in conformance with national ICAC best practices.

The *Jonesboro 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 *Jonesboro 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 *Jonesboro Police Department* agrees to submit all child victim images, graphics, video files, etc., discovered to NCMEC's CVIP.<sup>6</sup>

The *Jonesboro 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 *Jonesboro 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 *Jonesboro Police Department* as an ARICAC affiliate agency, agrees to comply fully with all rules, regulations, and requirements contained within the 2015 Financial Guide <sup>7</sup> promulgated by the DOJ, OJP's Office of the Chief Financial Officer. The 2015 Financial Guide is attached to this MOU as Appendix B. The 2015 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 2015 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 2015 Financial Guide requires subrecipients (ARICAC affiliate agencies) to adhere to all applicable financial management laws within the State of Arkansas.

Therefore, the *Jonesboro 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 October 9, 2014)<sup>8</sup> published by the DFA. The Financial Management Guide (Effective October 9, 2014) 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>.

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<sup>7</sup> The 2015 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 October 9, 2014) 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 *Jonesboro 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 William J. Bryant  
Colonel William J. Bryant, Director  
Arkansas State Police

Date 11/03/15

Approved Rick Elliott  
Chief Rick Elliott  
*Jonesboro Police Department*

Date 11-6-15

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<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).