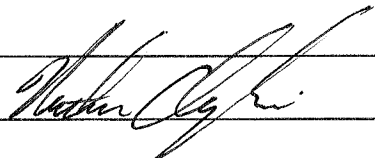
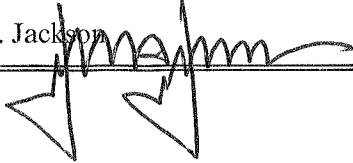


COUNCIL COMMUNICATION

DATE: 04/16/10	AGENDA NO.	SUBJECT:
Department Head: Chief John A. Jackson		Acceptance of grant funds to establish a partnership with the Internet Crimes Against Children (ICAC) task force in the State of Colorado. .
City Manager: Nathan Cherpeski		
PRESENTED BY: Chief John A. Jackson		



Recommendation

To accept the Internet Crimes Against Children (ICAC) grant, purchase the required equipment, and participate in the ICAC task force with regard to computer investigations as they result from Internet crimes against people, specifically children.

Background

The Alamosa Police Department has very little capability, or investigative expertise, to investigate computer/Internet related crimes. More specifically, Internet crimes against children are on the rise and very time critical to investigate when they occur. We feel it is very important to be prepared to investigate these cases as thoroughly as possible and as quickly as possible.

We are NOT establishing a computer forensics laboratory. We simply will be partnering with the Colorado host agency, the Colorado Springs Police Department, to be a southern Colorado affiliate agency. We anticipate being a resource with this investigative specialty for other cities in southern Colorado if asked.

The cases that we will focus on with this grant will center on Internet crimes against children. These cases tend to center on sexually motivated conversations and pictures shared via the Internet. Our work in this area will go beyond that by helping to educate our community youth on the hidden dangers of the Internet in hopes to prevent the crime in the first place. If a crime does occur, we will be able to assist our families to hopefully quickly locate our children.

I have copied the grant paperwork that has been both submitted, and approved/accepted, making the Alamosa Colorado Police Department an affiliate agency in Colorado for the Internet Crimes Against Children task force. Detective Kelly has already attended training which was sponsored by ICAC in anticipation of the acceptance of this grant.

Issue Before the Council

Whether or not to accept the grant funds to establish the ICAC partnership as an affiliate agency.

Alternatives

Not to accept the grant funds and keep investigating cases to the best of our ability as they happen.

Fiscal Impact

Zero, as there is no match to these grant funds.

This grant will cover a majority of the training costs and the entire computer hard and software costs.

The total amount of the grant applied for is \$8,968.80. There is a chance that some of these funds could be cut if funding is not allowed to attend the 2010 ICAC Conference?

Legal Opinion

The City Attorney will be present for any comments.

Conclusion

This is an area where we can not afford to wait until a tragic event happens before we become prepared to investigate. It is for that reason why I feel we need to create this partnership and move forward with the acceptance of this grant and the responsibilities that are associated with it.

Chief John A. Jackson
Alamosa Colorado Police Department
FBI NA #236

A handwritten signature in black ink, appearing to be 'John A. Jackson', written over the printed name and title.

Alamosa Police Department

2431 Main Street, #22
Alamosa, Colorado 81101

JOHN A. JACKSON, CHIEF OF POLICE

2/12/10

Colorado ICAC Task Force
Program Coordinator Carole Moreno
705 S. Nevada Ave.
Colorado Springs, Colorado 80903

Dear Ms. Moreno:

Enclosed is our application for the 2010-2011 ICAC Grant for the Alamosa Colorado Police Department. We believe that we have satisfied, and included with this letter, all of the requirements for the application. We are very excited about not only this grant opportunity, but also the chance to partner with such a premier entity for such a worthy cause. I strongly support this endeavor and only hope that you will willingly consider this grant application to get us going. Our commitment will be to provide a resource to not only our agency but also others in need in the southern regions of the State of Colorado.

Our commitment to both the cause and the ICAC Task Force will be strong. We do need this financial help, for the basics, to get started. If you need any additional information, please do not hesitate to call me and I will provide you with whatever information that you need.

Sincerely;



Chief John A. Jackson
Alamosa Colorado Police Department

Police Headquarters
2431 Main Street, #22
Alamosa, Colorado 81101
(719) 589-2548

"WE CARE"

Mailing Address
P.O. Box 1101
Alamosa, CO 81101
Fax: (719) 589-5257

**Colorado ICAC Task Force
Affiliate Budget Request for 2010-2011 ICAC Grant
July 1, 2010 – March 31, 2011**

Agency Information:

Organization Name: Alamosa Police Department
Year your agency joined the Task Force: February 2010
Population of your jurisdiction: 9,000

Contact Person: Detective Chuck Kelley
Phone: 719-580-6002
Email: ckelley@ci.alamosa.co.us
Fax: 719-589-5257
Organizational DUNS #: 829817779

Data for January-December 2009:

Number of ICAC Arrests: 0
Number of Cybertips Received: 0
Number of ICAC forensic exams performed: 0
Number of ICAC presentations delivered: 0
Other data element you wish to include (optional):

Number of attendees: 0

Years your agency has received ICAC grant funds:

- 2005 Amount Awarded:
 2007 Amount Awarded:
 2009 Amount Awarded:
 Never

Short Answer Questions: (Several sentences to a paragraph for each question.)

Questions for applicants who have never received funds:

1. What have you done or been able to accomplish with the ICAC program thus far?
The Alamosa Police Department joined the ICAC team in order to address an important need in our community, keeping our children safe. This became apparent to us when we discovered a sexual predator within our community victimizing 11, 12, & 13 year old girls. We were able to arrest and prosecute him, but this incident gave us the realization that we are unprepared and unable to combat this type of crime; Internet Crime against Children. We joined ICAC with the intention of gaining the skills to combat these predators. What we quickly learned was that we not only lacked the skills, but also the resources and equipment. The intent of this grant is to provide the Alamosa Police Department with the basic skills and resources to combat this growing problem.
2. What would funding allow you to achieve that you currently cannot?
It is not our intent to start a full-time crime lab proactively hunting for predators on the Internet; we do not have the resources or manpower for that type of operation. We currently do not have any resources to investigate any type of Internet crime. We want to

obtain the training and equipment to start a small, versatile and effective operation to investigate complaints of crimes against children in our community and others. The package of training and equipment we have selected was carefully chosen to give us the maximum amount of versatility and adaptability for many different types of applications at a minimal cost.

Questions for ALL applicants:

1. What are your greatest needs when it comes to developing your agency's ICAC program in the next several years?

Since we are just starting in the ICAC program we are in a unique position to "hit the ground running". Our agency has already allocated non-grant funds to send a detective to the upcoming ICAC Investigative Techniques training class with the intention of starting this program. This program is a large scale program that consists of a lot more than sending a detective to a training class. The equipment and training needed is well outside our operating and training budget. If awarded this grant we can create a stable platform to investigate crimes against children for many years. This is only possible by sending detectives to quality training and purchasing specific task orientated equipment. With quality training and equipment we can be the lead agency in the San Luis Valley to assist other agencies with similar problems.

2. What do you hope to achieve with funding from *this* grant (2010-2011)?

We do not have any resources to investigate Internet crimes against children that occur in our jurisdiction. It is our intent to start a program to fill that void. We plan on sending a detective to 4 training classes, 3 funded by this grant. The training classes this detective would attend are the ICAC investigative techniques (funded solely by our dept), ICAC undercover chat investigations, ICAC peer-to-peer investigations, and the 2011 ICAC National Conference. It is also our intention to send the detective to Colorado Springs to work directly with ICAC investigators for 3 days of hands-on experience. This will give them the ability to sharpen and refine the skills gained from the trainings. These trainings and hands-on experience should give our detective the skills needed to investigate Internet crimes against children in our jurisdiction. This training will also give the detective the ability and knowledge to give preventative presentations at our local schools in order to help protect our children from Internet predators.

Since we currently do not have any equipment for ICAC investigations, it is also our intent to purchase the equipment necessary for the detective to carry out investigations effectively and efficiently. In order to accomplish that, we need a standalone computer system with mobility and Internet connectivity. This computer system would be a laptop connected to a docking station to be an effective workstation but also allow for mobile operations when the need arises. We would purchase a large external hard drive for evidence storage. This would segregate evidential data from the internal hard drive and allow for secure storage of the data in our evidence room. The laptop would connect wirelessly to a cellular mobile hotspot (MiFi). This would allow for future expansion (more computers) as well as other unforeseen needs (example: covert IP Camera system). We also need to purchase the computer with the software necessary to complete the investigations (MS Office, Camtasia Studio, and Snagit).

Ultimately our goal is to gain the skills and equipment necessary to investigate Internet crimes against children in our jurisdiction. This is a large undertaking because we do not currently have any resources dedicated for this purpose.

3. Considering that this is a competitive solicitation and not all applicants will be funded, why should your agency be funded?

The San Luis Valley is approximately 8,000 square miles in size and far from the expertise and funds of the Front Range. The San Luis Valley is home to 20 different law enforcement agencies and Alamosa is the largest city in the San Luis Valley. We are a progressive agency that other agencies look to for help and guidance. Since we are just starting this process our startup costs are prohibitive without grant assistance. It is our goal to become a resource for other agencies within the San Luis Valley and surrounding areas. We cannot accomplish that goal without grant funds. Awarding this grant to the Alamosa Police Department will accomplish a great deal more than sending a detective to trainings and buying equipment. It will create awareness about Internet crime in the San Luis Valley as well as create a resource for other agencies, in Southern Colorado, to utilize when they need assistance. It will also start a program of investigating Internet crimes against children for many years in the future.

Budget Details and Narrative

Listed below are the budget categories that are approved. You are not required to request funds in each category. Examples of information that is required are in italics. Please replace with your information. The narrative for each category should include the following information:

- A more detailed description of the line items included – what they are and what they will be used for.
- Further elaboration on how the cost was calculated (if needed)
- Why the line items are needed for your ICAC program

- A. **Personnel** – List each position by title. Show the salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. OVERTIME ONLY – NORMAL SALARY WILL NOT BE PAID.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Police ICAC Overtime	(Estimated at \$37.17 per hour x approx. 40 hours over grant period)	\$1486.80

TOTAL: \$1,486.80

Personnel Narrative: It is our intention to aggressively investigate internet crimes against children that are reported to us. We do not have a budget for these types of intensive investigations. In order to actively investigate these crimes we need overtime funds. These funds will not be used for training or anything not related to an ICAC investigation.

B. Fringe Benefits – Fringe benefits should be based on known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman’s Compensation, and Unemployment Compensation.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
NONE	N/A	\$0.00

TOTAL: \$ 0.00

Fringe Benefits Narrative: All fringe benefits will be paid for by the City of Alamosa. No grant funding is needed in this category.

C. Travel - Itemize travel expenses of project personnel by purpose (e.g. staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g. six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence.) NOTE: You must use your agency’s per diem rates or the federal IRS rates, whichever is most restrictive.

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Training (Undercover Chat)		Airfare	\$500 x 1 person	\$500
		Per Diem	\$36 x 7 days x 1 person	\$252
Training (P2P in Colo Spgs)		Per Diem	\$36 x 6 days x 1 person	\$216
ICAC National Conf (2011)		Registration	\$500 x 1 person	\$500
		Airfare	\$500 x 1 person	\$500
		Per Diem	\$36 x 6 days x 1 person	\$216
		Lodging	\$100 x 6 nights x 1 person	\$600
Observation of ICAC Investigators in Colorado Springs		Taxi/Shuttle	\$30 x 8 trips	\$240
		Lodging	\$80 x 3 nights x 1 person	\$240
		Per Diem	\$36 x 3 days x 1 person	\$108

TOTAL: \$3372.00

Travel Narrative: Travel expenses are all dedicated to training a detective to investigate crimes against children by sending him to multiple ICAC trainings. By sending our detective to the ICAC undercover chat training, ICAC peer-to-peer training, as well as the 2011 ICAC national conference we are providing them with a through and comprehensive set of skills. In order to hone those skills it is our intention to send them to Colorado Springs for 3 days to observe and interact with ICAC investigators. The travel category is broke down to include airfare (where applicable), per diem, lodging (where applicable), taxi/shuttle (where applicable) and registration (where applicable). These values are calculated based upon one person and using modest accommodations and flights. This category is a critical portion of our program because it gives our detective the skills necessary to investigate crimes against children.

D. Equipment – List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization’s own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the “supplies” category or in the “Other” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
None		\$0.00
TOTAL:		\$0.00

Equipment Narrative: None

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization’s own capitalization policy may be used for items costing less than \$5000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
Laptop w/ Docking Station for base, mobile, & undercover investigations (wifi & MS Office)	1 x \$3000	\$3,000
External Hard Drive	1 x \$100	\$100
MiFi Mobile Hotspot (Cellular)	1 x \$170	\$170
Software: Camtasia / Snagit Bundle	1 x \$300	\$300
TOTAL:		\$3,570

Supplies Narrative: This category consists of the equipment and software necessary to investigate crimes against children. It is our intent to purchase a laptop computer powerful enough to handle the large amount of processing and multitasking required to record video while conducting an effective investigation. This computer would be connected to a docking station in order to be efficient and productive and also allowing for mobile applications (example: undercover chats, sting operations, etc). This computer would be connected to an external hard drive in order to preserve evidence and store it in our evidence room. This computer would also be able to connect to the Internet by connecting wirelessly to a cellular mobile hotspot. This would allow for multiple devices to connect to the Internet and share the singular cellular data service (saving money). This allows for future expansion, joint operations, and unique applications (example: setting up a covert IP camera system that uses wifi). Since our computer network is secure and owned by the City of Alamosa the computer would have to be completely standalone from our current network. Not only would the computer require software unique to

Internet investigations (Snag it & Camtasia Studio) it would also require MS Office. The computer would be maintained by the detective using it, as well as the City of Alamosa IT (Information Technology) staff.

- F. **Other Costs** – List items (e.g. rent, reproduction, investigative or confidential funds, etc.) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
Cellular Data Service	\$45 x 12 Months	\$540
TOTAL:		\$540

Other Costs Narrative: An Internet connection is a requirement for investigating Internet crimes against children. By obtaining a cellular data service we gain the ability to initiate the investigation at the Police Department and then adapt the investigation to the circumstances (example: setting up to meet the suspect) instead of being tied down to a single location.

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below.

Budget Category	Amount
A. Personnel	\$1486.80
B. Fringe Benefits	\$ 0.00
C. Travel	\$3372.00
D. Equipment	\$ 0.00
E. Supplies	\$3570.00
F. Other Costs	\$ 540.00
Total Direct Costs:	\$8968.80

COLORADO ICAC TASK FORCE
Affiliate Budget Request for 2010-2011 ICAC Grant
Budget

Alamosa Police Department	AMOUNT
Budget Line Items	
<u>PERSONNEL</u>	
1 Overtime for ICAC Investigations (\$37.17/hr x 40 hrs)	\$ 1,486.80
Personnel Total:	\$ 1,486.80
<u>TRAVEL</u>	
2 ICAC Training x2 (Undercover Chat Operations & P2P)	
Airfare (\$500/person x 1 person - 1 trips)	\$ 500.00
Per Diem (\$36/day x 13 days)	\$ 468.00
3 ICAC National Conference (2011)	
Registration/Fees (\$500 x 1 person)	\$ 500.00
Airfare (\$500/person x 1 person)	\$ 500.00
Lodging (\$100/night x 6 nights)	\$ 600.00
Per Diem (\$36/day x 6 days)	\$ 216.00
Taxi/Shuttle (\$30 x 8 Trips)	\$ 240.00
4 Observation of ICAC Investigators in Colorado Springs, CO	
Hotel (\$80/night x 3 nights)	\$ 240.00
Per Diem (\$36/day x 3 days)	\$ 108.00
Travel Total:	\$ 3,372.00
<u>SUPPLIES</u>	
5 ICAC Investigative Supplies	
Laptop Computer with Docking Station (MS Office & WiFi)	\$ 3,000.00
External Hard Drive for Evidence Preservation	\$ 100.00
6 Products/Software	
MiFi Mobile Hotspot (for Cellular Connection)	\$ 170.00
Software: Camtasia Studio/Snagit Bundle	\$ 300.00
Supplies Total:	\$ 3,570.00
<u>OTHER COSTS</u>	
7 Services	
Cellular Data Service (\$45 x 12 months)	\$ 540.00
Other Costs Total:	\$ 540.00
GRAND TOTAL:	\$ 8,968.80

Notes on Budget Line Items

1. Overtime for ICAC Investigations
2. Funds for two trainings - Undercover Chat Operations and Peer to Peer
3. 2011 ICAC National Conference
4. Travel to Colorado Springs and Lodging for 3 nights to observe and learn from experienced ICAC Investigators.
5. Laptop Computer & Docking Station for base and mobile operations and undercover work.
6. MiFi Mobile Hotspot to allow cellular internet connection. Suggested software (Camtasia & Snagit).
7. 1 Year subscription to cellular internet service.

COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE

INTRODUCTION

The Colorado Internet Crimes Against Children (ICAC) Task Force was created in 1998 by the Colorado Springs Police Department and the Pueblo County Sheriff's Office. The Colorado ICAC Task Force was one of only 10 Task Force units in existence in the entire United States at the time of its creation.

The ICAC Task Force has grown to 61 Task Forces nationwide, consisting of thousands of federal, state and local law enforcement and prosecutorial agencies dedicated to preventing the sexual exploitation of children. All 50 states are now covered by regionalized Task Forces across the country.

The United States Office of Juvenile Justice Delinquency Prevention (OJJDP) funds the 61 Regional ICAC Task Forces across the country. The purpose of the ICAC program is to help federal, state, and local law enforcement agencies enhance their investigative response to offenders who use the Internet, online communication systems, or other computer technology to sexually exploit children.

The Colorado ICAC Task Force currently has 39 member agencies, and over 30 other participating agencies within the state of Colorado. The Task Force has participated in the arrests of suspects from throughout the United States, Australia, Canada, Spain, and the United Kingdom.

The Colorado ICAC Task Force provides agencies with the ability to conduct proactive investigations of internet crimes involving children. Sometimes perpetrators are arrested before they have victimized a real child. The Task Force also provides valuable training and resources to conduct thorough investigations of reported crimes involving children. The Colorado ICAC Task Force investigates persons using the internet to attempt to engage in sexual contact with underage children, persons who send children web camera feeds of or files displaying sexual acts, and persons who download or distribute child pornography files using email, instant messages, or file-sharing networks.

GOALS OF THE ICAC TASK FORCE

- To enhance the Colorado law enforcement's investigative and prosecutorial responses to internet-related crimes committed against children.
- To promote community awareness of the problem of sexual exploitation of children and educate the community on preventing internet crimes from happening to children.

The Colorado ICAC Task Force is working toward its goal of enhancing Colorado law enforcement's investigative and prosecutorial responses to internet-related crimes

committed against children through the growth of the multi-agency/multi-jurisdictional Colorado ICAC Task Force that includes representatives from law enforcement, probation, parole, and prosecutorial agencies.

The Colorado ICAC Task Force provides ongoing training opportunities for investigators, forensic examiners, corrections and placement personnel, and prosecutors involved with ICAC investigations. Member agencies can receive exclusive training for their members, at reduced cost, at locations in the state of Colorado and throughout the country.

The Colorado ICAC Task Force is working in partnership with Colorado Attorney General John Suthers to institute Internet Safety education into all Colorado schools and make legislative changes that will better protect children in Colorado and around the nation. The Colorado ICAC Task Force provided input for the new Internet Luring of Children statute and revisions to existing Sexual Exploitation of Children statute; the House Bills that resulted, House Bills 1011 and 1092, were signed in to law by Colorado Governor Owens on June 7th, 2006, becoming effective July 1st, 2006. Task force members testified before the Colorado House Judiciary Committee about the problem of internet luring of children and the growing problem of the production and distribution of child pornography. The testimony was well received and contributed to approval of the new legislation.

The Colorado ICAC Task Force has provided technological equipment and inter-agency assistance to its member agencies throughout its existence. The Colorado ICAC Task Force offers many other resources to enhance law enforcement's responses to internet related crimes committed against children to include deconfliction databases, contact lists, and email updates about cases, legislative updates and issues, and future training sessions.

The Colorado ICAC Task Force maintains a web site that provides "law enforcement only" information and forums that include templates of court orders and other commonly used paperwork, contact information for Internet Service Providers, links to other related sites and law enforcement agencies, and other information useful to members. The web site address is www.coloradoicac.com.

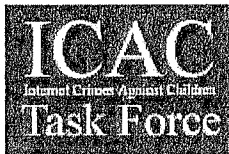
The Colorado ICAC Task Force realizes that being able to provide enough manpower and resources to effectively protect children from internet predators is a nearly impossible task, so raising the awareness of Colorado residents about the sexual exploitation of children and prevention education are priorities. Members are provided copies of Internet Safety Presentation software targeting four groups: Parents and Community Groups, Middle and High School students, 3rd through 6th Grade students, and children attending 2nd Grade down to Kindergarten. The presentations teach children and their parents and guardians how to help children avoid becoming victims. The presentations increase the safety awareness of children to prevent victimization and increase self-confidence when the children are online.

The Colorado ICAC Task Force has been distributing public service announcements produced by the National Center for Missing and Exploited Children (NCMEC) to the local media stations of member agencies. The Colorado ICAC Task Force is also publicizing arrests to further create awareness for community members.

FUTURE PROJECTS

The Colorado ICAC Task Force receives grant funding from the Office of Juvenile Justice and Delinquency Prevention. The funding for the current budget cycle has already been distributed to existing member agencies. In future grant cycles the Task Force will seek additional funding related to the growth of the Task Force. Each member agency is eligible to receive funds to be used for ICAC training, equipment, supplies and overtime for investigations.

The Colorado ICAC Task Force is also exploring the possibility of receiving donated funding and sponsorship from corporations located within the State of Colorado. A number of corporations have expressed interest in donating funds to assist the Task Force in keeping Colorado children safe and arresting Internet predators.



Any further questions about the program can be directed to Sergeant Bill Dehart at 719-444-7808 or 719-499-1881, Colorado ICAC Task Force Commander and Colorado Board Member of the National ICAC Task Force.

INTERGOVERNMENTAL AGREEMENT FOR THE INTERNET CRIMES AGAINST
CHILDREN REGIONAL TASK FORCE

This Intergovernmental Agreement dated for reference this 31st day of May 2008, is made by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city ("City") and the member Party or Parties as indicated by signature hereto.

The Parties Agree as follows:

SECTION 1 - AUTHORITY:

This Agreement is made under authority of Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; Section 29-1-203 Colorado Revised Statutes, Title IV of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended, and a Cooperative Agreement between the City and the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

SECTION 2 - PURPOSE:

The purpose of this Agreement is to provide a task force to combat internet crimes against children. Task force members may be municipal, county, or federal agencies.

SECTION 3 - AGREEMENT TERM:

The term of this Agreement shall commence at 11:59 pm on the 31st day of May 2008, and shall continue until terminated per the provisions of this Agreement.

SECTION 4 - EXPENDITURES:

Expenditures and Fees of Each Party Deemed Expenditures of That Party: The parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

SECTION 5 - THE TASK FORCE:

5.1. The Task Force:

a). The Colorado Internet Crimes Against Children Regional Task Force is hereby created. Each Party to this Agreement shall be a member of the Task Force. The Parties agree that the City shall be the lead agency through the Colorado Springs Police Department (CSPD).

b). Additional federal, municipal, and county agencies may become Parties to this Agreement with the consent of the CSPD chief. New members shall obtain approval of this Agreement by their governing body in accord with Section 29-1-203 C.R.S. or, if federal, in accord with federal regulation. Upon approval, a signature sheet shall be attached and added to this Agreement, signifying membership, and the City shall notify all Parties of the new Party membership.

5.2. The mission of the Task Force shall be to:

- a) Share intelligence gathered by the Parties relating to internet crimes committed against children;
- b) Make inter-jurisdictional arrests of suspects;
- c) conduct training;
- d) provide public education on internet safety and preventive measures;
- e) conduct joint open and undercover investigations pertaining to internet crimes against children.

5.3. Meetings: Meetings of the Task Force shall be scheduled by the City, which will provide adequate notice for time, date, and location. Each Party will send a Designated Representative to attend meetings. Each Party shall ensure that it is represented at least two meetings per year. The purpose of the meetings shall be to share information, coordinate investigations and facilitate accomplishing the Task Force's mission. Each Party shall cooperate with the City to provide information needed for City reports to the U.S. Department of Justice.

5.4. Operations - The Parties may share investigative information on a daily basis in accord with Colorado Law. Peace officers from the Parties may engage in corporative investigations, both open and undercover, involving each other's jurisdictions, with the consent of the chief peace officers of jurisdictions involved. However, when physically operating in a jurisdiction other than the officer's own jurisdiction, an officer shall be accompanied by an officer of the jurisdiction in which the investigative activities are occurring. For purposes of this Agreement, "accompanied" in the physical presence of for purposes of open investigations, and shall mean an officer within supporting distance of the investigating officer and actively participating in the investigation activity for undercover operations. In the event that a raid or arrest is carried out by Task Force officers, the lead officer and arresting officer shall be an officer of the jurisdiction in which the raid or arrest takes place; the officers of other jurisdictions may assist.

5.5. Funding: Federal funding is not required for participation in this Agreement. However, the City has received Office of Juvenile Justice and Delinquency Prevention (OJJDP) funds from the federal government. The City may continue to apply for this funding. The City may, at its sole determination, make sub-grants of these federal funds to various Task Force members. In doing so, the City shall determine what equipment and cash payments will be provided to a member, and the use of that cash or equipment. The City shall provide the grants and or cash by an annual letter. No further action or Agreement will be required by the governing body of the City or the receiving party to effectuate the grant transfer. The City shall retain ownership of the equipment, with the beneficial use being held

by the Party. In the event the using party withdraws from this Agreement or ceases, in the City's sole opinion, to actively participate in the Agreement, then the equipment provided under this provision or acquired with cash provided under this provision shall be returned to the City within thirty (30) days of written demand by the City, unless the City otherwise elects to transfer ownership of the equipment to the using party by written notice. All letters providing grants of equipment or cash, and all letters transferring ownership of equipment to Parties, shall be attached to this Agreement as sequentially numbered Attachments.

5.6. Equipment: Upon termination of this Agreement, all vehicles and other personal property equipment procured by any Party pursuant to sub-grant funding by the City pursuant to this Agreement shall be and remain the property of the City unless the City otherwise directs in writing.

SECTION 6 - GENERAL TERMS AND CONDITIONS:

6.1. Assignment: A Party shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the City.

6.2. Law: This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.

6.3. Appropriation and Availability of Funds:

a). Appropriation and availability of funds - The City In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement are expressly subject to appropriation of funds by the Colorado Springs City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Agreement without compensation to the other Parties.

b). Appropriation and availability of funds - Colorado governmental entities: In accord with the Colorado Constitution, Article X, Section 20, performance of each Party's obligations under this Agreement are expressly subject to appropriation of funds by the Party's governing body. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the Party's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional Article X spending limitations, then the Party may terminate its participation in this Agreement without compensation to the other Parties.

c). Appropriation and availability of funds - federal agencies: The performance of a federal agency's obligations under this Agreement is expressly subject to appropriation and availability of funds for that purpose.

6.4. Intellectual Property Rights: The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement are and shall be the property of the City, and that the City owns, has, and possesses any and all ownership rights and interests to any intellectual property made or produced under or pursuant to this Intergovernmental Agreement, including any and all copyright, trademark, or patent rights, and that compensation to a Party for Agreement and acknowledgement of this INTELLECTUAL PROPERTY RIGHT section of this Intergovernmental Agreement is included in the Consideration rendered to the Parties by the City in agreeing to this Intergovernmental Agreement. It is the intent of the Parties that the City shall have full ownership and control of the products produced pursuant to this Intergovernmental Agreement, and each Party specifically waives and assigns to the City all rights which the Party may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement is deemed by a court of competent jurisdiction not to be transferred to or owned by the City, this INTELLECTUAL PROPERTY RIGHTS provision shall act as an irrevocable assignment to the City by the Parties of any and all copyrights, trademark rights, or patent rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement, including all rights in perpetuity. Under this irrevocable assignment, each Party hereby assigns to the City the sole and exclusive right, title, and interest in and to the products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the products, items writings, designs, models, examples, or other work product in any and all countries. It is each Party's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the products, items writings, designs, models, examples, or other work product produced pursuant to this Intergovernmental Agreement, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, each Party agrees to execute and deliver all necessary documents requested by the City in connection therewith, and hereby grants to the City all rights to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by each Party; further, the parties expressly agree that the provisions of this INTELLECTUAL PROPERTY RIGHTS section shall be binding upon the parties and their, successors, and assigns.

6.5. Termination: The City may terminate this Intergovernmental Agreement for convenience upon thirty days prior written notice to the Parties, without compensation to the Parties. Any Party may terminate its participation this Agreement for convenience upon thirty days prior written notice to the City and re-payment to the City of all unexpended funds provided to the Party under this Agreement.

6.6. Local Concern: The parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

6.7. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

6.8. Nonwaiver of Rights: No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by any Party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by that Party.

6.9. Force Majeure: In the event of either party being rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, then on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, and floods.

6.10. Headings: The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

6.11. Integration: This is a completely integrated Agreement and contains the entire Agreement between the parties. Any prior written or oral Agreements or representations regarding this Agreement shall be of no effect and shall not be binding on any Party or the City. Further, each Party and the City acknowledge and agree that this is a negotiated text Agreement, and that as such no term shall be construed against the City as the author thereof.

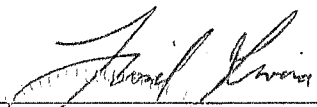
6.12. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

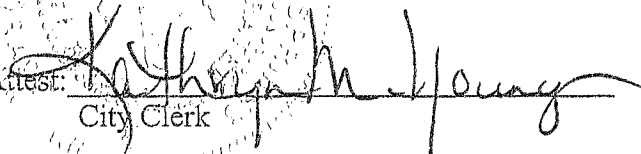
6.13. Waiver: The provision of services under this Agreement is for the benefit of the member Parties. Accordingly, Each Party does hereby waive, remise, and release any claim, right, or cause of action it may have, or which may accrue in the future, against the City arising in whole or in part from this Agreement.

6.14. Compensation: Except as otherwise stated in this Agreement, no Party to this Agreement shall be required to pay any compensation to another Party or another Party's personnel for any services rendered hereunder. Nothing in this agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

6.15. This Agreement has been approved by the Parties in accord with Section 29-1-203 C.R.S. by a Colorado Springs City Council Resolution, and appropriate governing body resolution of each Party as provided under Section 29-1-203 C.R.S., or federal authorization, to be attached for reference hereto as Exhibits A, which resolutions authorize the signatures below.

FOR THE CITY OF COLORADO SPRINGS:

By:  this 12th day of June, 2008
Lionel Rivera
Mayor

Attest: 
City Clerk