

**MEMORANDUM OF AGREEMENT
BETWEEN THE VALDEZ POLICE DEPARTMENT
AND THE ANCHORAGE POLICE DEPARTMENT**

1. **Parties.** This Memorandum of Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Valdez Police Department hereinafter referred to as Member Agency, whose address is 212 Chenega Avenue (Post Office Box 307), Valdez, Alaska 99686 and the Anchorage Police Department (APD), whose address is 4501 Elmore Road Anchorage Alaska, 99507.

2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which law enforcement investigative entities in the State of Alaska will participate as member agencies in the Alaska Internet Crimes Against Children Task Force (AKICTF).

3. **Term of Agreement.** This agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and/or the governing bodies of the parties' respective boroughs or municipalities and shall remain in full force and effect until June 30, 2016, unless extended by the Department of Justice. This Agreement may be extended for a period of up to one year, commensurate with any extension of the federal grant program end date, and upon mutual consent of both parties by written amendment. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Investigative Responsibility.** Only sworn law enforcement personnel will conduct undercover Internet Crimes Against Children (ICAC) investigations. All investigators involved with ICAC undercover operations must receive appropriate training prior to initiating proactive investigations. Member Agency shall make investigators designated to Alaska Internet Crimes Against Children Task Force (AKICTF) operations available for specialized training provided through the national ICAC and other applicable training programs.

Conduct reactive investigations where subjects are associated with Member Agency's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and other law enforcement referrals, and other Internet Crimes Against Children related investigations. Cases may also be initiated due to documented public sources, direct observations of suspicious behavior, subject of interviews, public complaints, etc.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, business and law enforcement communities and other individuals concerned with internet child safety issues. Presenters shall not discuss active investigative techniques and undercover operations utilized by the Alaska Internet Crimes Against Children Task Force

(AKICTF). Confidential information pertaining to investigations will be held in the strictest confidence and will only be disseminated among the AKICTF members or other law enforcement agencies where necessary or permitted by state or federal law.

The Member Agency will be responsible for operational supervision, administrative control and the professional conduct of its officers and agents assigned to the AKICTF.

Provide investigators assigned to the AKICTF a secured work area with controlled, restricted access to all equipment, software and investigative files. Allow assigned investigators access to all ICAC investigative files in order to ensure compliance with all national ICAC standards.

5. **Deconfliction** Member Agency shall deconflict all cases prior to investigative action using WSIN (Western States Information Network) and ICACCOPS (Internet Crimes Against Children Child Online Protective Services) to prevent duplicating investigative efforts.

6. **Investigative Records and Statistical Reporting.** Member Agency shall record and document all undercover investigative and online activity in relevant case file and submit to the Anchorage Police Department.

Utilizing a link provided by the Anchorage Police Department, Member Agency shall update monthly statistics to the SmartSheet document assigned to the Member Agency on all ICAC investigations or other investigative operations pertaining to the sexual exploitation of children via the internet. These statistics shall be submitted in the appropriate format by no later than the 5th day of each month and shall include data on all investigations opened or closed, forensic investigations performed, subpoenas and court orders issued, training hours attended or taught, technical and investigative assistance provided to other agencies and community outreach provided in the reporting month.

Anchorage Police Department will compile monthly Member Agency reports and submit information directly to the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

7. **Reimbursement.** Member Agency has been awarded a Ten Thousand Dollar (\$10,000) grant for FY2015. This allows Member Agency to obligate funds for authorized ICAC expenditures up to the award amount. Expenditures may be for supplies; travel and training that increase computer forensic capabilities and enhance the ability to investigate ICAC related cases. **All expenditures for which reimbursement will be sought must be approved in advance, in writing by the AKICTF Commander.** To be eligible for FY2015 grant year funding, all pre-approved reimbursement receipts must be received by the Anchorage Police Department no later than 30 days after the purchase or completion of travel, **and no later than April 30, 2016.** Failure to meet deadlines may result in lack of reimbursement.

The Valdez Police Department will be eligible for reimbursement at the discretion of the AKICTF Commander. The AKICTF Commander will take into account the following factors before granting approval: past performance, monthly statistics, and task force involvement. Reimbursement will only be granted for approved activities as outlined in the FY2015 Internet Crimes Against Children Task Force Continuation Grant.

7. General Provisions.

A. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

B. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The courts of the State of Alaska shall have jurisdiction over any action arising out of this agreement and over the parties, and the venue shall be the State of Alaska's Third Judicial District.

C. **Entirety of Agreement.** This Agreement, consisting of four (4) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.

D. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

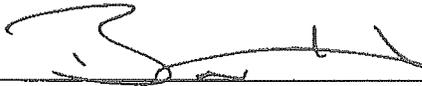
E. **Contractual Rights and Defenses.** The Valdez Police Department and the Anchorage Police Department shall each fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

8. **Signatures.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

VALDEZ POLICE DEPARTMENT

Signature: 

Printed Name: Barry Hinkle

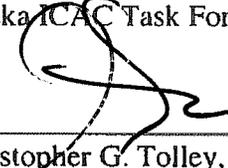
Title: Interim Chief

Date: 12/28/15

ANCHORAGE POLICE DEPARTMENT


Lieutenant Kevin Vandegriff
Alaska ICAC Task Force, Commander

Date: 1-11-16


Christopher G. Tolley, Chief of Police

Date: 1-14-2016


Michael K. Abbott, Municipal Manager

Date: 1-29-16