

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 6/12/2014

Action Requested By:  
Police

Agenda Item Type  
Resolution

Subject Matter:

Grant award for the FY 2014 High Intensity Drug Trafficking Area (HIDTA) grant.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the Alabama Dept. of Public Safety, to accept the FY 2014 High Intensity Drug Trafficking Area (HIDTA) grant.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Grant award in the amount of \$245,730. There is no match requirement. These funds will be utilized by the HIDTA task force.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: \_\_\_\_\_

*René Morris*

Date: 5/12/2014

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 6/12/2014

Department Contact: Jessica Winn

Phone # (256) 427-7002

Contract or Agreement: FY 2014 HIDTA Grant Award

Document Name:

City Obligation Amount:

Total Project Budget: \$245,730

Uncommitted Account Balance:

Account Number: 01-5251-XXXX-1109

### Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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### Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Leno Morris</i>	5/12/2014
2) Legal	<i>Mary C. Cates</i>	5/14/2014
3) Finance <i>CC</i>	<i>[Signature]</i>	5/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the Alabama Department of Public Safety, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the Alabama Department of Public Safety in the amount of \$245,730 for the FY 2014 High Intensity Drug Trafficking Area (HIDTA) grant", consisting of ten (10) pages, and the date of June 12, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 12<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 12<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ALABAMA DEPARTMENT OF PUBLIC SAFETY  
AND THE  
CITY OF HUNTSVILLE POLICE DEPARTMENT

This Agreement between the Alabama Department of Public Safety (DPS) and the City of Huntsville Police Department (HPD) shall begin on 01/01/14 and shall not extend beyond 12/31/15 unless the period is extended by modification to this Agreement.

WHEREAS, DPS has been designated as the fiscal agent for the State of Alabama Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through DPS.

NOW THEREFORE, DPS and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in the amount of \$245,730 to the resource recipient, HPD, under the following terms and conditions:

1. HPD agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. HPD agrees to abide by and be bound by the attached budget – spending plan (Appendix A) for purchases including **future reprogramming requests** as approved by DPS and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Gulf Coast HIDTA Director of Operations.

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
Date

3. Requests for payment shall be submitted on a quarterly basis to the DPS financial office through the HIDTA State Director of Operations at the following address by the 10<sup>th</sup> of the following month:

**Nick Forte, HIDTA State Director of Operations  
Alabama HIDTA Operations Center  
2350 Fairlane Drive, Suite 200  
Montgomery, Alabama 36116**

All invoices submitted shall comply with the terms noted in Appendix A (Calendar Year 2013 Budget and if MOA is Extended, preceding years budget). The last invoice from the Resource Recipient (HPD) shall be received by the HIDTA State Director of Operations no later than the 15<sup>th</sup> day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses will be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (HPD) agrees to complete all applicable items in APPENDIX C and return to ALDPS along with the signed agreement.

5. DPS agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into DPS special revenue funds.

6. HPD agrees to reimburse DPS for any purchase paid by DPS which is later disallowed after audit or financial review.

7. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when

considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

\_\_\_\_\_  
Colonel Hugh McCall  
DPS Director

\_\_\_\_\_  
Tommy Battle,  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
DPS Legal Counsel  
Reviewed as to legal form

APPENDIX A of MOA

City of Huntsville Police Department  
Calendar Year 2014 Expenditure Plan

<u>Attorney General's Office</u>	<u>2013 Award Balance (5-10-2014)</u>	<u>2014 Award</u>	<u>Total Available Funds</u>	<u>2013 Spending Plan</u>
Overtime	\$9,729	\$172,710	\$182,439	\$190,168
Travel	\$0	\$5,500	\$5,500	\$5,500
Facilities	\$12,105	\$27,520	\$39,625	\$27,520
Other- PE/PI	\$0	\$40,000	\$40,000	\$40,000
<b>Agency Total</b>	<b>\$21,834</b>	<b>\$245,730</b>	<b>\$267,564</b>	<b>\$263,188</b>

Comments

The maximum overtime reimbursement per agent for 2014 is \$17,288.

Please note that in 2014 \$34,599.75 in Overtime, \$9,060 in Facilities, and \$30,000 in PE/PI has been charged to the 2013 Award.

## Request for Reimbursement of HIDTA Overtime Expenses

Name of Agency                   Huntsville PD  
 Address                           815 Wheeler Street  
    Huntsville, Alabama  
    35601

HIDTA Initiative                   Madison-Morgan Counties HIDTA TF  
 Period of reimbursement claim  
 From:  
 To:  
 Phone #

Contact Person

Employee Name	Is this employee eligible for OT from parent agency?	OT Hrs. this period	Overtime amount this period	Officer or Admin?	Brief description of overtime work (case number, etc.)	OCEDTF case?	Cumulative overtime amount to date
	Y			O		N	
	Y			O		N	
	Y			O		N	
	Y			O		N	
	Y			O		N	
	Y			O		N	
	Y			O		N	
	Y			O		N	
	Y			O		N	
<b>TOTALS</b>		0.00	\$0.00	O		N	\$ -
							<b>\$0.00</b>

*I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions*

Name of Authorized Representative of Requesting Agency	Title	Date
Name of HIDTA Initiative Supervisor	Title	Date

### APPENDIX B

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE ALABAMA DEPARTMENT OF PUBLIC SAFETY**  
**AND THE**  
**CITY OF HUNTSVILLE POLICE DEPARTMENT**

**APPENDIX C**

**REQUIRED FORMS:**

**EEOP FORM**

**CERTIFICATION REGARDING LOBBYING FORM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**CERTIFICATION REGARDING DRUG FREE WORKPLACE  
REQUIREMENTS**

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## CERTIFICATION REGARDING LOBBYING

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Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

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Signature of Authorized Official

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Date

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Title      MAYOR

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are 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 statements in these certification, such prospective participant shall attach an explanation to this proposal.

Tommy Battle, Mayor

(Type or Print Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Date

City of Huntsville, AL (Police Dept.)

(Name of Organization)

308 Fountain Circle Huntsville, AL 35801

(Address of Organization)

