

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: Jul 23, 2015

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

Madison-Morgan County Strategic Counterdrug Team (STAC) Grant

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Alabama Dept. of Economic and Community Affairs, Law Enforcement Traffic Safety Division, for the 2015-2016 Madison-Morgan County Strategic Counterdrug (STAC) Team 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 application is in the amount of \$74,088.95, with no matching funds required. Grant funds awarded will be used for operating expenditures.

Associated Cost: \_\_\_\_\_

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: *Leno Morris*

Date: 6/24/15

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police Council Meeting Date: 7/23/2015

Department Contact: Tamara Doyle Phone # 256-427-7130

Contract or Agreement: Agreement between City of Huntsville and ADECA

Document Name:

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

### Procurement Agreements

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

<u>Select...</u>	Grant Name: <input style="width: 90%;" type="text"/>
------------------	--

Department	Signature	Date
1) Originating	<i>René Morris</i>	6/24/15
2) Legal	<i>Nancy Carter</i>	6/29/15
3) Finance	<i>[Signature]</i>	6/25/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15 - \_\_\_\_\_

**WHEREAS**, the State of Alabama, through the Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement/Traffic Safety Division, is offering financial aid to fund the Madison-Morgan County Strategic Counterdrug Team (STAC); and

**WHEREAS**, these funds have already been allocated specifically for use by the Huntsville Police Department, by the Alabama Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division, in the amount of \$74,088.95; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor is authorized to execute the grant application and special conditions documents on behalf of the City of Huntsville with the Alabama Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division, for the multi-jurisdictional drug task force grant program consisting of fifty-two (52) pages attached hereto and identified as "2015-2016 Madison- Morgan County Strategic Counterdrug Team grant"; and

**BE IT FURTHER RESOLVED**, that in the event that a grant is awarded, the Mayor of the City of Huntsville is authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to enter into such grant agreement with the Alabama Department of Economic and Community Affairs, and to submit such supporting and collateral materials as required.

**ADOPTED** this the 23<sup>rd</sup> day of July, 2015.

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

**APPROVED** this the 23<sup>rd</sup> day of July, 2015.

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

**Alabama Department of Economic & Community Affairs**  
**Law Enforcement/Traffic Safety Division**  
**401 Adams Avenue**  
**P.O. Box 5690**  
**Montgomery, AL 36103-5690**

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**Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application**

<b>1. Applicant</b> Name City of Huntsville Address 308 Fountain Circle Huntsville, Al 35801 Phone #: 256-427-5000 Fax # 256-427-7003 E-Mail	<b>3. Authorizing Official</b> Name Tommy Battle Title Mayor Address 308 Fountain Circle Huntsville, Al 35801 Phone # 256-427-5000 Fax # 256-427-7003 E-Mail tommy.battle@huntsvilleal.gov
<b>2. Implementing Agency</b> Name Huntsville Police Department Phone # 256-427-7001	Signature _____ Date: _____
<b>4. Project Director</b> Name Lt. Ken Brooks Address 109-A North Jefferson Street, Suite 24 Huntsville, Al 35801 Phone # 256-427-5456 Fax # 256-427-5457 E-Mail ken.brooks@huntsvilleal.gov  Signature  Date: _____	<b>5. Financial Officer</b> Name Randy Taylor Address 308 Fountain Circle Huntsville, Al 35801 Phone # 256-427-5080 Fax # 256-427-5064 E-Mail randy.taylor@huntsvilleal.gov  Signature _____ Date: _____
<b>6. Type of Application</b> <input type="checkbox"/> Original <input checked="" type="checkbox"/> Continuation of Previous Grant Number:	<b>7. Program Under Which Application is Made</b> Multijurisdictional Drug Task Force
<b>8. Project Start Date (Estimated)</b> October 1, 2015	<b>9. Project Ending Date (Estimated)</b> September 30, 2016
<b>10. Does this application require a prior cost approval?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>11. Name of the Project (Brief Descriptive Title)</b> Madison Morgan County Strategic Counterdrug Team	<b>12. Grant Funds Requested</b> \$ 74,088.95
<b>13. Will other Federal Support be available for any part of this project?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  (If yes, identify and explain on Page 9)	<b>14. Total Project Duration (in Months)</b> 12 Months
<b>15. DUNS Number</b> 72093727	<b>16. CCR Registration Valid Until: (Enter Date)</b> 3HDP4 (6-7-2016)
<b>17. Project Summary:</b> (Suitable for a news release pertaining to this project) The Madison-Morgan County Strategic Counterdrug Team (MMC-STAC Team) includes (14) full time drug agents from multiple agencies, to include, Huntsville Police Department, Madison County Sheriff's Department, Morgan County Sheriff's Department, Decatur Police Department, Madison County District Attorney's Office, (1) Lieutenant (Commander), (1) Sergeant (Deputy Commander), and support staff from the City of Huntsville and the Madison County District Attorney's Office. This cooperative effort ensures that these agencies are well-prepared, well-equipped, and are coordinated in thier efforts to reduce the illegal drug activity and violent crime that knows no jurisdictional boundaries. By combining information, intelligence, and much needed manpower and resources from the participating agencies, STAC will be able to continue to effectively dismantle drug trafficking organizations and arrest violent criminals in Madison and Morgan counties. The counties in our area of responsibility represent a population of approximately 435,000 people (approximately 320,000 in Madison County and approximately 115,000 in Morgan County).	

**Alabama Department of Economic & Community Affairs**  
**Law Enforcement/Traffic Safety Division**  
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**A. Personnel:**

List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
		\$ -	26	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					<b>Salaries Sub-Total</b>	<b>\$ -</b>

**Fringe Benefit Computation**

FICA	\$ -		7.650%		\$ -	
SUI	\$ -		0.000%		\$ -	
W/C	\$ -		0.000%		\$ -	
Health Insurance	\$ -	0	100.00%		\$ -	
Life Insurance	\$ -	0	100.00%		\$ -	
Retirement	\$ -	0	100.00%		\$ -	
Other	\$ -	0	100.00%		\$ -	
Other	\$ -	0	100.00%		\$ -	
See Attachment 1 (Personnel)					\$ -	
					<b>Fringe Sub-Total</b>	<b>\$ -</b>

**Total Personnel Expenditures \$ -**

**B. Contractual Services:**

Must be itemized

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

Individual Consultants and/or Contracting of Service Organizations

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
<b>Total Professional Services</b>		<b>\$ -</b>

**C. Travel:**

Transportation & associated cost of project personnel (Consultant Travel is to be include in Category B above)

Mileage:	\$	-
Per Diem:	\$	-
Conference Cost:	\$	-
Other:	\$	-

**Total Travel \$ -**

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**D. Operating Expenses:**

Must be itemized

Supplies-drug test kits, paper, pens, etc. (\$674.08/mo x 12 mos)	\$ 8,088.95
Telephone-cell phone for agents (\$1716.67/mo x 12 mos)	\$ 20,600.00
Radio-Southern Linc radio service for agents (\$450/month x 12 mos)	\$ 5,400.00
Vehicle Repair/Maint - oil changes, towing, misc repairs (\$3333.33/mo x 12 mos)	\$ 40,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
See Attachment 2 (Operating Expense)	\$ -

**Total Operating Expense** **\$ 74,088.95**

**E. Equipment Purchase:**

Must be itemized

Item	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)		\$ -	\$ -

**Equipment Purchase Total** **\$ -**

Lease or Rental Equipment	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)		\$ -	\$ -

**Lease or Rental Total** **\$ -**

**Total Equipment Expense** **\$ -**

**Total Project Cost** **\$ 74,088.95**

		<b>\$ 74,088.95</b>
		<b>\$ 74,088.95</b>
<b>Matching Ratio:</b>	ADECA / LETS %	100%
	Match %	0%
	ADECA / LETS Support	<b>\$ 74,088.95</b>
	Matching Contribution	<b>\$ -</b>

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**22. Source of Contribution:**

(Indicate Sources Per Instructions)

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Total Matching Contribution: \$0.00

Match from page 7 \$ -

Match Differential: \$0.00

**23. Budget Summary and Projection:**

**APPLICATION IS INCOMPLETE WITHOUT THIS**

(Total budget of applicant or implementing agency)

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	\$ -	\$ -	\$ -
B Contractual Services	\$ -	\$ -	\$ -
C Travel	\$ -	\$ -	\$ -
D Operating Expenses	\$ -	\$ 74,088.95	\$ -
E Equipment	\$ -	\$ -	\$ -
<b>Total Budget of Applicant</b>	<b>\$ -</b>	<b>\$ 74,088.95</b>	<b>\$ -</b>
Duration of Project Phase	12	12	12

**24. Federal Support:**

Will other Federal support be available for any part of this project?

Yes  No

If "Yes", Explain:

The Madison-Morgan County Strategic Counterdrug Team is also funded by a High Intensity Drug Trafficking Area (HIDTA) Grant.

**25. Federal Submissions:**

Have other Federal agencies been contacted for assistance on this or similar projects?

Yes  No

If "Yes", Explain:

The Madison-Morgan County Strategic Counterdrug Team is also funded by a High Intensity Drug Trafficking Area (HIDTA) Grant.

**ADECA / LETS Grant Application Part 8**

Project Budget Narrative

All purchases and procurements made using funds awarded under this grant will be made in accordance to the State of Alabama Department of Finance, Division of Purchasing, Rules and Regulations and in accordance with Alabama Competitive Bid And Public Works Laws, Section 41-16-50(a).

**A. Personnel**

**Total Personnel**                      \$        **0.00**

**B. Contractual Services**

**Total Contract**                      \$        **0.00**

**C. Travel**

**Total Travel**                      \$        **0.00**

**D. Operating Expenses**

Supplies- office supplies (batteries, data storage devices, cd/dvd cases, calendars, manila folders, envelopes, pens, highlighters, markers, sharpies, 3 ring binders, desk organizers, ink cartridges, file holders, 3 tier desk shelves, post it pads, post it pad dispensers, magnetic wall files, label writers, jump drives, staplers, staple removers, sign here flags, photo paper, paper, storage boxes, single pocket files, clear packing tape , tape, tape dispensers, address labels, letter trays, binder clips cork board, push pins letter tray sorter, shelves, paper clips, paper clip holders, calculators, adding machines, hole punchers, correction tape, rubber bands, ruled pads, scissors, desk accessories, indexes, filters, buckets and other containers used in the proper disposal of methamphetamine labs, small plastic and glass containers used in the proper disposal of methamphetamine labs, other low cost expendable items.

(674.08 x 12 months = \$8,088.95)

Telephone- cellular telephone bills for task force employees, used for contacting informants, undercover operations, conducting routine business, and monitoring cell system based surveillance equipment.

(\$1,716.67 x 12 months = \$20,600.00)

The Financial Officer must sign here approving the budget as submitted.

\_\_\_\_\_  
Signature of Finance Officer

\_\_\_\_\_  
Date

**ADECA / LETS Grant Application Part 8**

**Project Budget Narrative**

**D. Operating Expenses (cont.)**

Radio Service- "push to talk" cellular service which provides secure communication for agents to communicate with each other as well as other agencies within North Alabama who use the same service.

(\$450.00 x 12 months = \$5,400.00)

Vehicle Repair and Maintenance- fuel, oil, routine maintenance, vehicle equipment installation, towing of vehicles, and repair of task force vehicles.

(\$3,333.34 x 12 months = \$40,000)

**Total Operating      \$74,088.95**

**E. Equipment**

**Total Equipment      \$      0.00**

The Financial Officer must sign here approving the budget as submitted.

\_\_\_\_\_  
Signature of Finance Officer

\_\_\_\_\_  
Date



# State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form

City of Huntsville, Alabama

Address

308 Fountain Circle

(256) 427-7130

City, State, Zip

Telephone Number

Huntsville, Alabama 35801

State Agency / Department that will receive goods, services or is responsible for the grant award

Alabama Department of Economic and Community Affairs / Law Enforcement Traffic Safety Division

Address

Post Office Box 5690 / 401 Adams Avenue

City, State, Zip

Telephone Number

Montgomery, Alabama 36103

(334) 242-5803

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency / Department in the current or last fiscal year?

Yes     No

If yes, identify below the State Agency / Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency / Department	Type of Good or Service	Amount Received
N/A		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency / Department in the current or last fiscal year?

Yes     No

If yes, identify the State Agency / Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency / Department	Date Grant Awarded	Amount Received
ADECA/LETS	November 12, 2014	\$ 119,092.99
ADECA-NATSO	November 6, 2014	\$ 70,875.00
ADECA-NATSO	November 6, 2014	\$ 78,000.00

1. List below the name(s) and address(es) of all public officials / public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction, Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family Member	Address	Name of Public Official / Public Employee	State Department/ Agency Where Employed
N/A			

If you identified individuals in items one and /or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



Subgrantee: City of Huntsville, Alabama  
Subgrant Number : 0

**Section III. Fund Control**

- 1.  Yes  No Is a separate bank account maintained for subgrant funds?
- 2.  Yes  No If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?
- 3.  Yes  No Are the officials of the organization bonded?

**Section IV. Additional Information**

Yes  No Did an independent certified public accountant (CPA) ever examine the financial statements?

1 Date of the last audit September 30, 2014

2 Dates covered by the last audit From October 1, 2013 to September 30, 2014

3 Date of the next audit September 30, 2015

4 Dates covered by the last audit From October 1, 2014 to September 30, 2015

Use the following space for any additional information. Indicate the section and item numbers if their is a continuation

**Section V. Applicant Certification**

I certify that the above information is complete and correct to the best of my knowledge

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

**The grantee certifies that it will provide a drug free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
  - 1. The dangers of drug abuse in the workplace.
  - 2. The grantee's policies of maintaining a drug free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - 1. Taking appropriate personnel action against such an employee, up to and including termination.
  - 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):**

109-A North Jefferson Street, Suite 24	Huntsville	Madison	Al	35801
Street Address	City	County	State	Zip Code

Street Address	City	County	State	Zip Code

Street Address	City	County	State	Zip Code

City of Huntsville, Alabama	
Organization Name	Applicant or Grant Number

Tommy Battle, Mayor	
Name and Title of Authorizing Representative	

Signature	Date

## Certification Regarding Lobbying

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-awrds at all tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
Title

**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, Alabam

\_\_\_\_\_  
(Name of Organization)

308 Fountain Circle Huntsville, Alabama 35801

\_\_\_\_\_  
(Address of Organization)

## Resolution of Applicant for Matching Funds

**Whereas**, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

**Whereas**, the City of Huntsville, Alabama hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

**Whereas**, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

**NOW, THEREFORE, BE IT RESOLVED** by the Applicant that, Tommy Battle, in his/her official capacity as Mayor, be authorized to make application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 2015

I, Tommy Battle, Mayor  
(Name) (Title)

In and for the City of Huntsville, Alabama

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of \_\_\_\_\_, 2015, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the City of Huntsville, Alabama

This the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Name)

**Mayor**  
(Title)

## Drug Task Force Certified Assurances

We hereby certify that the Madison-Morgan County STAC Team Task Force complies with the following guidelines.

**We are a bona fide task force as defined by the Bureau of Justice Assistance and we certify the following:**

1.  Our task force is a standing task force element comprised of personnel from three or more law enforcement agencies.
2.  All of our task force operations are conducted under a unified command structure.
3.  Our task force has an established chain of command.
4.  Our task force operates at the behest/direction of an advisory/governing board.
5.  Our task force has formal administrative and operational policies and procedures in writing.
6.  We have included in our grant application a detailed, written explanation of our task force structure.
7.  We certify that all task force members are full time employees, and assigned by formal letter to the task force, thereby relieving him/her of all previous duties of the assigning department.
8.  We certify that we have an **Equitable Sharing Plan** for all forfeited property and funds adjudicated to this task force and that all law enforcement elements of this task force are aware of this arrangement and/or understanding and/or agreement.
9.  We certify that we have a current **Inter-Agency Agreement** and that all law enforcement elements of this task force are aware of this arrangement and/or understanding and/or agreement.
10.  We certify that all law enforcement elements of this task force are current members of the Uniform Crime Reporting System.
11.  We certify that this task force has a written Standard Operating Procedures (SOP) manual.
12.  We have a full-time prosecutor assigned.
13.  We do not have a full time prosecutor assigned but will have by: \_\_\_\_\_

Date Assigned By

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Task Force Commander Signature

\_\_\_\_\_  
Date

*These assurances are a part of the application form. Failure to include these assurances will render your application incomplete. Your request will not be processed until these assurances are received by the grantor agency.*

**State of Alabama**  
**Department of Economic and Community Affairs**  
**Law Enforcement / Traffic Safety Division**

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**Equal Employment Opportunity Program Certification**

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I, Tommy Battle, Mayor (Authorized Official), certify that the Applicant/Subgrantee

City of Huntsville, Alabama

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

**Name:** Saundra Simmons

**Title:** EEOP Officer

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

\_\_\_\_\_  
*(Signature of Authorized Official)*

\_\_\_\_\_  
*(Date)*

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**NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below dcertification must be completed. The signed certification must be returned to ADECA Law Enforcemetn and Traffic Safety Division.**

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I, Judy M. Merritt (Authorized Official), certify that the Applicant/Subgrantee

City of Huntsville, Alabama

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

\_\_\_\_\_  
*(Signature of Authorized Official)*

\_\_\_\_\_  
*(Date)*

Standard Subgrant Conditions and Assurances – Applicant understands and agrees that a subgrant received as a result of this application shall be subject to and incorporate the following assurances and conditions of the federal funding agency from which the grant funds originate and the Law Enforcement and Traffic Safety (LETS) Division of the Alabama Department of Economic and Community Affairs (ADECA).

1. **OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS.** For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires the following contract provisions (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

2. **TERMINATION.** A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

**Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

**Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

3. **HEARING ON APPEAL.** The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

4. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.** In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental

Protection Agency.

6. **ENERGY CONSERVATION.** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

7. **DEBARMENT AND SUSPENSION.** The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any sub-contractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the sub-contractor for work to be performed under this Agreement.

8. **BYRD ANTI-LOBBYING ACT.** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

9. **PROCUREMENT OF RECOVERED MATERIALS.** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ADDITIONAL CLAUSES.** In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

10. **TOBACCO SMOKE.** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

11. **DRUG-FREE WORKPLACE REQUIREMENTS.** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

12. **TRANSPARENCY ACT.** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable

ADECA division to Subrecipients.

13. **POLITICAL ACTIVITY**. The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

14. **HUMAN TRAFFICKING PROVISIONS**. This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

15. **PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**. As stated in Section 507 of Public Law 103-333 it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

16. **MANDATORY DISCLOSURES**. Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

17. **NOT TO CONSTITUTE A DEBT OF THE STATE**. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

18. **CONFLICTING PROVISION**. If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

19. **IMMUNITY AND DISPUTE RESOLUTION**. The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq.*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Grant 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.

20. **DISCLAIMER**. ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

21. **ACCESS TO RECORDS**. Subrecipient gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, the Comptroller General of the United States, or any of the duly authorized representatives of the federal funding agency, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided under Public Law 98-473, "Victims of Crime Act of 1984"; Public Law 93-415, "The Juvenile Justice and Delinquency Prevention Act of 1974"; Public Law 108-79, "The Prison Rape Elimination Act"; Public Law 106-561, Public Law 107-273, Public Law 108-405, "The Paul Coverdell National Forensic Sciences Improvement Act"; Public Law 103-322, "The Violent Crime Control and Law Enforcement Act of 1994"; Public Law 100-690, "The Anti-Drug Abuse Act of 1988"; Public Law 104-034, "The Local Government Law Enforcement Block Grants Act of 1995"; Public Law 108-447, "The Consolidated Appropriations Act of 2005"; Public Law 109-162, "The Violence Against Women and Department of Justice Reauthorization Act of 2005"; Public Law 107-110, the "Child Abuse Prevention and Treatment Act of 1996"; and Public Law 89-564, "The Highway Safety Act of 1966". Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents. If an audit is required and/or performed, records pertinent to the award shall be retained for at least three years following the closure of the most recent audit report. If no audit is required and/or performed, records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

22. **ASSIGNABILITY.** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

23. **CONTINGENCY CLAUSE.** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in the Grant Agreement.

24. **CONFLICT OF INTEREST.** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

25. **INDIRECT COST.** In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will not negotiate indirect cost rates with subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipients' federal cognizant agency.

26. **AUDIT REQUIREMENTS.** All Subrecipients of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)  
ATTENTION: Chief Audit Executive  
401 Adams Avenue  
P.O. Box 5690  
Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts  
ATTENTION: Audit Report Repository  
P. O. Box 302251  
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

27. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS.** The Subrecipient certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

28. **SUSPENSION OF PAYMENTS.** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

29. **DISCLOSURE STATEMENT.** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.

30. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975).

By signing this grant, the parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

31. **Authority of Authorizing Official:** It possesses legal authority to apply for the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.

32. **Funds Management:** Subrecipient assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

33. **Subgrant Fiscal Reports:** Subgrantees shall submit a Subgrant Fiscal Report for each quarter.  
Submission dates are as follows:

<b>Period Covered</b>	<b>Report Due</b>
January 1 -- March 31	April 15
April 1 -- June 30	July 15
July 1-- September 30	October 15
October 1 -- December 31	January 15

Subgrantees have 60 days from the termination date of the subgrant to pay all encumbrances incurred during the subgrant period and submit a "Final Subgrant Fiscal Report". If quarterly reports are not filed on time, funds may be withheld until they are received.

34. **Subgrant Narrative Progress Report:** Subgrantee shall submit a Narrative Progress Report, Subgrant Narrative Progress Report, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with the due dates identical to those above for the Quarterly Fiscal Report. The last quarterly report should become an "Annual Performance Report" whereby an assessment of the impact of the activities carried out under the subgrant is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified within the subgrant application or identified within a "Program Brief" detailing the program for which the application was submitted to implement.

35. Published Material: All published material and written reports submitted under this subgrant or in conjunction with the third party agreements under this subgrant will be originally developed material unless otherwise specifically provided for in the subgrant document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal subgrant.

36. Title of Property: Title of property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of the ADECA LETS Division, where its use for project or criminal justice purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.

37. Non Supplanting Certification: Subrecipient understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made for grant-related activities. Further, that matching funds required to pay the non-Federal portion of the cost of the project, for which subgrant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance and drug enforcement. Federal funds must supplement State and local funds, not supplant them.

38. Discrimination Prohibited: No person shall, on the grounds of race, religion, color, national origin, sex, gender identity, sexual orientation, handicap, or limited English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under or denied employment in connection with subgrants awarded by the ADECA LETS Division pursuant to funding from the U. S. Department of Justice, the U. S. Department of Education, the U. S. Department of Health and Human Services, the National Highway Traffic Safety Administration, or the U. S. Department of Transportation. Recipients of these federal funds are also subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (prohibiting discrimination in federally-funded programs on the basis of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973, 2 U.S.C. 794 (prohibiting discrimination in such programs on the basis of handicap); the Age Discrimination Act of 1975, 42 U.S.C. 8108, et seq., and the Department of Justice Nondiscrimination Regulations at 28 CFR, Part 42, Subparts C, D and G. Recipients of funds are also subject to Title I (employment of qualified disabled individuals), Title II (equal benefits of programs, services and activities to disabled individuals), and Title III (public accommodations to disabled individuals for services and activities). This grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, handicap, or limited English proficiency against a recipient of funds, the Subrecipient will forward a copy of the finding to the appropriate federal funding agency from which the program is funded, as well as to the ADECA LETS Division within 30 days of receiving notice.

No agency or victim assistance program shall discriminate against victims because the victim disagrees with the way the State is prosecuting the criminal case.

39. Equal Employment Opportunity Program: Subrecipient agrees to formulate, as required, an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. 42.301 et. seq. and certifies to the State that it, if required, has a current EEOP on file which EEOP will be provided to the State, if and when requested.

40. Continuation Funding: Subgrantee understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document.

41. Project Income: All interest in other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for.

42. Procurement Standards: Subgrantees must comply with the State Bid Law and the Federal minimum requirements in regard to "Procurement Standards and Procedures". The basic minimum procurement standards are as follows:

- a. Adequate and Effective Competition: All procurement shall be accomplished by obtaining adequate and effective competition to the maximum practicable extent consistent with the value, the nature, and the specifications of supplies and/or services to be procured.
- b. A minimum of two bids are required on all procurement – unless the supplies, equipment or services are of a "Sole Source" nature, and in this instance (sole Source Contracts) must have prior approval of the ADECA LETS Division prior to placing of formal application.
- c. Proposals for requests for bids must contain non-restrictive specifications.

- d. All procurement shall be conducted so as to avoid collusion or actual conflicts of interest as well as any possibility of the appearance of collusion or conflicts of interest.
43. Accounting Requirements: Subgrantee agrees to record all project costs, both the ADECA LETS Division's and matching share, following generally accepted accounting procedures. A separate account number or cost recording system must separate all project costs from the subgrantee's other or general expenditures. Adequate documentation for all project costs, both the ADECA LETS Division's and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes. For record retention requirements, please refer to Item #2 on Page One of these conditions. Adequate documentation is defined as follows for each major budget category:
- a. Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of supervisor.
  - b. Professional Services: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement and approval by project director.
  - c. Travel: Documentation must be detailed, signed by the employee and approved by the employee's supervisor.
  - d. Supplies and Operating Expenses and Equipment: Documentation includes audited vendor invoices approved by the project director.
44. Equipment: Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due the ADECA LETS Division. The refund will be computed on resale value in accordance with the original matching ratio.
45. Allowable Cost: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in 2 CFR Part 200, as further defined and delineated in the "Department of Justice Financial Guide", "Education Department General Administrative Regulations", "Highway Safety Grant Management Manual", and in the ADECA LETS Division Guidelines.
46. Expiration of the ADECA LETS Division Funds: Regulations require that active grant funds for a fiscal year which are not expended or obligated by the subgrantee at the end of the grant period will lapse and revert to the ADECA LETS Division. Obligations outstanding as of the termination of the subgrant shall be liquidated and a "Final Financial Report" submitted within 60 days from termination date.
47. Expenses Not Allowable: Grant funds may not be expended for (a) items not part of the approved budget or separately approved by the ADECA LETS Division, (b) purchase of land; (c) purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement; or (d) dues to organizations or federations; (e) entertainment; (f) purchase of equipment unless provided for in the grant agreement; or (g) indirect (overhead) costs.
48. Subgrant Adjustments: Subgrantees must obtain prior written approval from the ADECA LETS Division for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) project period extension.
49. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Depending on the rules for each federal funding source, project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.
50. Termination of Aid: This grant may be terminated or fund payments discontinued by the ADECA LETS Division where it finds a substantial failure to comply with the provisions of PL 94-503 or regulations promulgated, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 94-503, and to PL 107-110, and to all procedures set forth in 34 CFR 80.43 and 20 USC 3474..
51. Foreign Travel: Travel outside the continental United States will not be approved for funding.
52. Copyrights: Where activities supported by this grant produce original books, films, or other copyrightable material, the grantee may copyright such, but federal funding agencies reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
53. Bonuses or Commissions: The subgrantee is prohibited from paying any bonus or commission to any individual for the purpose

of obtaining approval of an application for the ADECA LETS Division assistance.

54. Freedom of Information Act: Pursuant to the Federal Freedom of Information Act (FOIA), 5 U.S.C. 552, and Section 521 of the Omnibus Crime Control And Safe Streets Act, all records, papers, and other documents required to be maintained by recipients of federal funds, including subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the federal funding source. The FOIA also sets out that these records are to be made available to the public and press under the terms and conditions of the FOIA.

55. Environmental Impact: Any application for subgrants or subcontracts, involving environmental changes or problems, must include either an environmental evaluation or a detailed environmental analysis as required by Section 102 (2) (c) of the National Environmental Policy Act.

56. Age Discrimination in Employment Act of 1967: Any application for subgrants or subcontracts, involving the employment of personnel, must be in compliance with the Federal "Age Discrimination in Employment Act of 1967" (29 U.S.C. 621 et seq.), which, in brief form, sets out: "Sec. 4(a) It shall be unlawful for an employer – (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with this Act".

57. Criminal Penalties: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to federal grant funding or in any record required to be maintained pursuant to federal grant funding shall be subject to prosecution under the provisions of 18 U.S.C. 1001. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be subject to the provisions of 18 U.S.C. 361.

58. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving, 74 Fed. Reg. 51225 (October 1, 2009), Subrecipients of the Victims of Crime Act are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the this subgrant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

59. Client-Counselor Confidentiality: Maintain confidentiality of client-counselor information, as required by state and federal law.

60. VOCA Specific: Comply with Federal Rules Regulating Grants: Subrecipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.

61. VOCA Specific: Confidentiality of Research Information: Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.

62. VOCA Specific: Demographic Data: Victims of Crime Act regulations require that information on race, sex, national origin, age and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

It is understood and agreed by the undersigned that the subgrant received as a result of this application is subject to the above conditions.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**ADECA / LETS Grant Application Part 5**  
**Edward Byrne Memorial JAG Program**  
Project Evaluation Criteria

The overall and cumulative evaluation of STAC's progress shall be measured by the number of investigations, cases made, and number of arrests. The Board of Directors meets quarterly to address problems and priorities in the overall drug enforcement efforts of STAC and their respective agencies. This criterion is measured and monitored by the individual members of the Board. The Board reviews each quarterly report as it is presented by the Project Director. The input and presentation of the STAC Director's report is evaluated by each Board member to determine if their individual agency's problems are being addressed.

One very important evaluation of the effectiveness of STAC accomplishments is the public opinion of enforcement efforts. This evaluation depends largely on press releases as to the number of arrests and the amount of contraband seized.

STAC's success can be measured by tracking the number of cases and arrests made involving major drug dealers and traffickers, number of successful prosecutions achieved, the amount of drugs seized, the cost of drugs, and the amount of funds raised for the team's operation from cash and property seizures.

STAC will keep a daily tally of at least the following case statistics, which shall be reported to ADECA on a quarterly basis.

1. Type of Drug
2. Quantity of Drug Purchased or Seized
3. Takedown by Police Officer
4. Search Warrant
5. C.I. Buy or Agent Buy
6. Street value of drug
7. Type of location
8. Adult or Juvenile offender
9. Amount of drug proceeds (cash and property) seized

The measure of achievement will be successful if the following criteria are met during this project year.

- A. STAC continues to be a fully integrated, multi-agency team and every participating agency maintains at least one investigator assigned full-time to STAC. Every investigator and prosecutor working on the team receives training.
- B. The availability of heroin is reduced by the arrest of ten (10) major suppliers of heroin.
- C. Seizures of money and property generate at least \$300,000.00 for law enforcement operations.

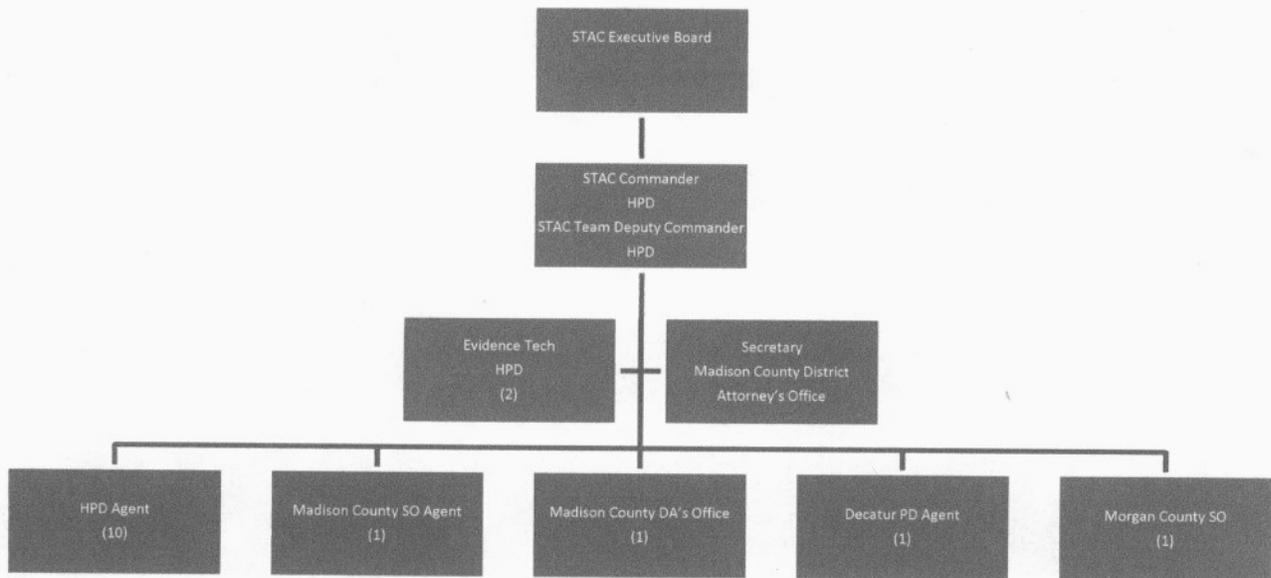
**ADECA / LETS Grant Application Part 5**  
**Edward Byrne Memorial JAG Program**  
Project Evaluation Criteria

- D. Identify 20 new gang members and/or associates believed to have ties with DTO's in the Madison County area.
- E. Conduct ten (20) new investigations into the manufacture and distribution of methamphetamine, and/or ice dealers.
- F. The availability of marijuana is reduced by the arrest of twelve (12) major marijuana suppliers.
- G. Disrupt/dismantle at least fifteen (15) Drug Trafficking Organizations and positively impact their violent criminal enterprises.
- H. Enhance cooperation between STAC and area drug diversion programs to effectively address the problem of drug abuse and prevention.

**ADECA / LETS Grant Application Part 4**  
**Edward Byrne Memorial JAG Program**  
**Project Methods and Procedures**

The methods used in the continuing battle against the growing tide of illegal drugs will and vary in accordance with each new and unique problem. The team will use every resource possible to combat the ever-growing drug industry, and its related violence, in Madison and Morgan Counties.

Organizational Chart



The Executive Board of Directors (Executive Board) will consist of the Chief Administrator or his designee from each of the following agencies:

- Madison County District Attorney's Office
- Huntsville Police Department
- Madison County Sheriff's Department
- Decatur Police Department
- Morgan County Sheriff's Office

**ADECA / LETS Grant Application Part 4**  
**Edward Byrne Memorial JAG Program**  
Project Methods and Procedures

The Executive Board shall meet on a quarterly basis.

The Executive Board shall be responsible for adopting STAC policies and procedures.

The Executive Board shall also periodically review and evaluate the STAC operations, procedures, objectives, goals and policies.

One member of the Executive Board will be elected as the Chairman who will preside over any Board meetings and act as liaison between STAC and the Executive Board.

Project Personnel

The following is a list of the professionals or positions staffing STAC. (No salaries are paid through the project.)

Lewis Morris, Chief of Huntsville Police Department, is project administrator. He provides general supervision to STAC delegating responsibility for day-to-day operations to the STAC Commander. Chief Morris is responsible for assuring accountability in the expenditure of confidential funds.

Don Rizzardi, Assistant District Attorney, prosecutes 85% of STAC cases. He is available to STAC on a 24-hour basis to advise on all questionable legal matters pertaining to drug enforcement activity.

Jeannie Cole, Assistant District Attorney, prosecutes cases for STAC and files forfeiture and seizure paperwork.

Lt. Ken Brooks, is the STAC Team Commander and Project Director. Lt. Brooks serves as the Administrative Commander of the STAC Team and is ultimately responsible for day-to-day operations of STAC, although immediate oversight of drug team operations is generally delegated to the Deputy Commander. He is a Lieutenant with the Huntsville Police Department. All STAC members are under his supervision. He is responsible for keeping the Executive Board apprised of STAC activities. Lt. Brooks is responsible for the filing of all reports to Law Enforcement Planning Division as well as writing the request for continued funding of the present grant. Day-to-day expenditures, training and travel must meet his approval. He seeks Board approval on all major purchases. His duties and responsibilities are interchangeable with those of the STAC Team Deputy Commander.

Sgt. Jerry King, STAC Team Deputy Commander. Sgt. King serves as the Operational Commander of the STAC Team. All STAC Agents and STAC Team support personnel are under his supervision. He is responsible for direct oversight, planning, and field command of all drug investigations and operations. Sgt. King also assigns duties to investigators and periodically evaluates each investigator assigned to STAC to ensure productivity and effectiveness. His duties and responsibilities are interchangeable with those of the STAC Team Commander/Project Director.

**ADECA / LETS Grant Application Part 4**  
**Edward Byrne Memorial JAG Program**  
Project Methods and Procedures

Christy Ragucci, Administrative Clerk, is responsible for all clerical, typing, filing, and other office administrative duties.

A total of sixteen (15) additional full time investigators have been assigned by the participating agencies: ten (10) drug agents from the Huntsville Police Department (1 position vacant at this time), one (1) drug agent from the Madison County District Attorney's Office, one (1) drug agent from the Madison County Sheriff's office, one (1) drug agent from the Decatur Police Department, one (1) drug agent from the Morgan County Sheriff's Department. The Huntsville Police Department also provides two full time Evidence Custodians to support the administrative functions of the team.

All personnel are co-located in an expanded office, enabling agents to sit side by side and share information on a daily basis. All members have direct computer access to an integrated intelligence database which provides names, addresses, vehicle descriptions, photographs, arrest and conviction records and related information, not only of offenders but also on anyone who has had any involvement with police (victims, witnesses, impounded cars, etc.) Each member is authorized to directly contact, by two-way radio or cellular phone, the central Records Division of the Huntsville Police Department and/or the Madison County Sheriff's Department which provides all of the above information as well as NCIC information, criminal histories, local arrests, and driver's license information. Furthermore, all personnel can communicate via dedicated digital radio with all local uniform police officers and with designated frequencies for all narcotics investigators in this area. Because the STAC Team has been designated as a HIDTA Drug Unit, all agents also have access to federal drug intelligence databases, and the unit is provided with wiretapping and pen register resources.

The general structure of the team is designed to accomplish our goals. As we continue to strive for new and innovative means of drug enforcement, the Commander has assigned certain investigators to specialized fields including:

- One (1) Gang/drug investigator .
- One (1) Technical agent for training and maintaining all high-tech and other specialized equipment.
- Two (2) Clandestine Lab investigators for processing methamphetamine labs (additional duty assignment).
- One (1) pharmaceutical diversion investigator (additional duty part-time function).
- The specialties should increase our efficiency and expertise in complex drug investigations. The remaining team of agents concentrates on general drug investigations throughout the two counties, and works in partnership with HIDTA Task Forces, nationwide, to identify and disrupt major Drug Trafficking Organizations who are supplying our area with large amounts of drugs.

**ADECA / LETS Grant Application Part 4**  
**Edward Byrne Memorial JAG Program**  
Project Methods and Procedures

Meeting Project Objectives

- A. STAC will advocate and encourage the cooperation between other local, state and federal agencies in establishing an intelligence network specifically designed to identify mobile narcotic traffickers and gang members who have ties to major DTO's. In order to obtain the type information needed to meet this objective, STAC will actively pursue all criminal intelligence and see that it is disbursed to the proper agency. Particular emphasis will be placed on the assimilation of information on major heroin distributors, methamphetamine labs, and importers or growers of marijuana. This shall be achieved by the use of paid confidential informants and other investigative means, including input of data into EPIC. We will continue to request assistance with ADECA funding to provide operational expenses, (i.e. cell phones, office supplies, vehicle maintenance, radio communication, and fuel) which are a necessity to operate as a multi-jurisdictional agency.
  
- B. Because of a massive increase in the diversion of prescription controlled substances such as Oxycodone, the STAC Team will put more concentrated efforts on Pharmaceutical Diversion cases. Large-scale diversion of pharmaceuticals has become extremely lucrative for drug distributors and we have found that many local dealers have stopped selling other illicit drugs in order to sell pharmaceutical controlled substances. This is because the drugs' popularity and addiction rate have reached epidemic proportions and court defense of those found in possession of them is easier than defending possession of illicit "street" drugs.
  
- C. It has become apparent through cooperation with the United States Postal Inspectors, that major amounts of drugs are still being shipped through the US Postal Service. Historically we have worked in conjunction with these US Postal Inspectors to intercept, seize, and arrest drug dealers that use these means to transport and deliver these illegal narcotics. We will again focus our efforts this year to these types of drug interdiction details.

All purchases and procurements made using funds awarded under this grant will be made in accordance to the State of Alabama Department of Finance, Division of Purchasing, Rules and Regulations and in accordance with any specific Federal Rules and Regulations governing expenditure of subgrant funds awarded under this program.

**ADECA / LETS Grant Application Part 3**  
**Edward Byrne Memorial JAG Program**  
Project Goals and Objectives

The Madison-Morgan County **STrategic Counterdrug Team (STAC)** is a fully integrated, multi-agency drug task force representing Madison and Morgan Counties. STAC has been able to formulate coordinated threat assessments, operational plans, and place all available manpower and other resources in precisely the right place at the right time to execute well-planned, coordinated investigations and enforcement operations.

STAC must continue the following categories and improve upon each with every resource available:

- Encompass multiple law enforcement agencies within Madison and Morgan Counties and provide the necessary training to successfully integrate all agents into the unit.
- Increase seizures of money and property from drug dealers to the level that STAC may become self-supporting.
- Reduce organized gang distribution of illegal drugs.
- Increase drug and money seizures by interdicting the flow of drugs by means of private and public transportation and package courier services.
- Operate a coordinated drug control strategy for Madison and Morgan Counties.
- Reduce the availability of illegal drugs; particularly heroin and methamphetamine in our area.
- Maintain cooperative efforts with all drug and law enforcement agencies that affect illegal drug and criminal activity in the North Alabama area.
- Enhance local narcotics enforcement by providing formal and informal training for local police officers. STAC provides education for local civic and education groups.
- Route non-narcotic criminal intelligence to the appropriate law enforcement agencies particularly that involve violent crimes.
- Facilitate the collection and disseminations of narcotics related information to appropriate non-enforcement agencies, such as probation and parole and area drug abuse councils.
- Maintain and broaden cooperative efforts in all jurisdictions with public and court officials.

**ADECA / LETS Grant Application Part 3**  
**Edward Byrne Memorial JAG Program**  
Project Goals and Objectives

The STAC Team is subdivided into two distinct types of case-work, with two distinctly different investigative techniques and goals attached to each. These include Major Investigations cases and Tactical Investigations cases.

The purpose of the Major Investigation case is to target major drug trafficking organizations (DTO's) operating in Madison and Morgan Counties. Specifically, the unit is pursuing several major DTO's involved in smuggling and trafficking large shipments of cocaine, heroin and marijuana to and within Madison and Morgan Counties. All investigative techniques, including high tech surveillance and undercover operations, are being used. This type of case is most often extremely complex, long-running, and far-reaching. Often these cases reach national and international sources of supply, and require working joint investigations with federal agencies throughout our country and beyond. It is not uncommon for a Major Investigation case to run for over a year.

The purpose of the Tactical Interdiction case is to concentrate on the street-level distribution of heroin, methamphetamine and marijuana, particularly in high crime areas, and to facilitate demand reduction by targeting those offenders purchasing street drugs. By targeting street dealers who strike fear in those residents forced to live among them, we help prevent the violence and high crime rate that lead to the demise of such neighborhoods. Low level sellers and users, many of whom are already on probation or parole, continue to provide a vast source of information concerning the organized distribution of controlled substances within the Madison and Morgan County area, and the team will continue to make the most of these sources of information. Through these efforts we can work our way up the supply chain to reach the mid-level and upper-level distributors and ultimately, up through the interstate pipeline, assisting federal authorities in tracing the drug supply to its source of origination. This is how many of our Major Investigation cases are initiated. However, the main purpose of the Tactical Investigation case is to make an immediate impact in our neighborhoods. We must stem the flow of drugs into the community and measurably reduce the amount of violence related to illegal narcotics trafficking. Major crimes of murder, robbery, theft and burglary continue to be linked by statistical data directly to the extensive use of these drugs. Further, by using a specialized gang investigator, we can identify and infiltrate organized gang activities dealing in the distribution of narcotics. Territorial disputes by these gangs contribute to the overall violence that permeates the drug world.

Many of these dealers are in business for greed and profit. Recognizing that the distribution and trafficking of illegal drugs is also an economic crime, we will aggressively pursue the seizure and forfeiture of all ill-gotten gains. Likewise, we will seek to forfeit any property used to facilitate such drug crimes. These condemnations not only act as a deterrent but also a punishment. The proceeds for such forfeitures can be used to enhance our law enforcement efforts and help become a self-sustaining unit.

We expect the next fiscal year to generate more than 1200 cases as we continue our fight against the drug problem in Madison and Morgan Counties. The cooperative effort put forth by the participating agencies has demonstrated to local and federal authorities that cooperation is the way to combat crime, not only in the fight against drugs but in other areas of law enforcement as well.

**ADECA / LETS Grant Application Part 3**  
**Edward Byrne Memorial JAG Program**  
Project Goals and Objectives

Therefore, our minimum goals and objectives for the forthcoming fiscal year include the following:

1. Initiate three hundred (300) new street level cases targeted against the organized distribution of heroin, to include fentanyl, in Madison and Morgan Counties.
2. Initiate one hundred (100) new cases targeted against the organized distribution of marijuana and synthetic marijuana derivatives in Madison and Morgan Counties.
3. Identify from the new cases developed at least eight (8) major Drug Trafficking Organizations operating within or with connections to the Madison and Morgan County area.
4. Disrupt or dismantle at least fifteen (15) major Drug Trafficking Organizations to stem the flow of cocaine, heroin and marijuana in our area.
5. Seize at least \$300,000 of drug proceeds in an attempt to financially cripple the Drug Trafficking Organizations.
6. Establish twenty (20) new confidential informants to assist in targeting drug dealers and Drug Trafficking Organizations.
7. Maintain an intelligence database targeting violent street gains believed to have connections to drug trafficking and other gang-related violence.
8. Initiate (20) new cases against the growing problem of the production and/or distribution of methamphetamine, and/or ice traffickers, in rural areas of Madison County.
9. Increase participation in Partnership for a Drug Free America in order to facilitate the spread of information on the dangers of drug abuse, especially the growing threat of heroin and fentanyl in this area.

**ADECA / LETS Grant Application Part 2**  
**Edward Byrne Memorial JAG Program**  
Project Narrative Description / Problem Identification

**Threat Assessment**

The Madison-Morgan County area population has grown to approximately 467,000 people. This growth has created a continually growing consumer base of illegal narcotics activity, including the violent crimes that encompass the illegal drug trade. In 2002, the Madison-Morgan County Strategic Counterdrug Team (STAC) was formed to help combat these problems.

Madison County encompasses over 800 square miles with a population of over 346,000 people. Most of this population lives in the cities of Huntsville (approximately 180,000 residents) and Madison (over 30,000 residents). Morgan County has an estimated population of 120,000 residents, which includes the City of Decatur. The Madison-Morgan County area includes the major interstate corridor of Interstate 65, Interstate 565, and U.S. Highway 72. Because of the major highways crossing through the Madison-Morgan County area, the transportation of illegal narcotics continues to be strong. This creates a transient criminal element that requires a multi-jurisdictional response. This area has a relatively strong economy with job opportunities that attract residents from all over the world. Unfortunately, this economic strength also attracts those involved in illegal narcotics activities, and brings about a criminal element that spawns violence and crime. It seems drug trafficking organizations have realized there is a market, in this area, with disposable income to be used for the purchase of illegal narcotics.

Some Drug Trafficking Organizations (DTOs) have established a supply link with Madison and Morgan Counties acting as a way station for the distribution of cocaine and other drugs to larger cities. Only a few years ago, it was rare to seize multiple ounces of cocaine or a few pounds of marijuana. Today, our unit finds it common to seize kilograms or more of cocaine and fifty (50) or more pounds of marijuana, with a single seizure. Over the past twenty (20) years, the STAC team has gone from processing 400 items of drug evidence to more than 4000 items. It has been determined that large quantities of drugs are being successfully transported by means of package courier services such as the United Parcel Service and Federal Express, as well as, other traditional smuggling methods. The STAC Team has been successful in mitigating some of these operations by partnering with the U.S. Postal Service, and other law enforcement agencies, and conducting intervention operations. These types of operations have resulted in the seizure of over one-hundred (100) pounds of marijuana (in 2014), along with other illegal drugs. Our investigations and intelligence sources do show, however, cocaine is still a major source for illegal income and criminal activities in our jurisdiction.

A trend that has continued to grow exponentially is the diversion and distribution of pharmaceutical controlled substances such as Roxycotin, Oxycontin, Hydrocodone, and other addictive medications. Drug overdoses are increasingly common. Locally, these overdoses have become more common. Because of the vast increase in the distribution of these drugs the STAC Team has had to devote more resources to this type of drug trafficking.

Illegal prescription drug abuse seems to be the leading gateway into heroin use, and we believe this pill epidemic has spawned the resurgence of heroin. Like the rest of the nation, we have seen a dramatic increase in the amount of heroin in our community. Heroin is quickly becoming

**ADECA / LETS Grant Application Part 2**  
**Edward Byrne Memorial JAG Program**  
Project Narrative Description / Problem Identification

the most severe threat that STAC is encountering. So far in 2015, STAC has seized almost four times the amount of heroin that was seized in all of 2014. Two years ago, heroin was virtually nonexistent in this area. We now see it, in various amounts, in a large portion of the cases we investigate. This new trend has also produced the introduction of fentanyl. In the last several months we have collected intelligence suggesting this will be a new and deadly threat we must address aggressively. We have seen an increase in overdose deaths that are directly related to heroin and fentanyl. While we still await toxicology reports in many of these cases, we know with certainty some deaths have been directly related to these dangerous drugs. In an unprecedented case in Madison County, STAC lead an investigation that culminated with the arrest of two individuals for the charge of manslaughter. These charges were directly related to these two individuals supplying heroin/fentanyl to a subject who injected these drugs, and died as a result. Heroin is quickly becoming the biggest drug epidemic in this area, and throughout the nation. STAC has committed its resources to combatting this troubling new trend. STAC has partnered with the Madison County District Attorney's Office and the United States Attorney's Office to prosecute heroin dealers who cause the death of another. STAC has partnered with the local DEA office to target heroin dealers and their suppliers in an effort to curb the spread of this deadly epidemic.

Methamphetamine is still having a major impact in our area. Many smaller communities in our area have been overrun with methamphetamine labs, and often call upon the lab-certified agents of the STAC Team to assist them in shutting down and properly dismantling the manufacturing operations. The STAC Team currently has two (2) agents trained as clandestine lab investigators, and we work the meth labs in the surrounding towns, cities, and surrounding rural areas. There has been a significant increase in the amount of "ice" seized in this area. Most of the ice seized has its origin from Mexico which brings with it the threat of violence from Hispanic gangs such as MS-13 and Zetas.

Marijuana has always had a strong presence in our jurisdiction. In the past few years however, a transformation has been seen in the level of dealers, and in the size of loads that agents commonly seize. Only a few years ago, a seizure of ten (10) pounds of marijuana was fairly rare, and was considered a rather significant seizure. This is no longer the case. Drug agents have received reliable intelligence that offenders are bringing in loads of several hundred pounds of marijuana into our area. The Madison-Morgan County area has a huge market for marijuana, and the distribution of several hundred pounds of this drug is not unusual. The sale of "spice" and other synthetic marijuana products continues to flood the market. STAC has worked with the DEA to combat this growing problem. It was discovered that proceeds from the sale of these products have been sent overseas to areas in the Middle East.

As always, one of the worst by-products of drug activities is the violence it tends to breed. This begins with the drug user. The drug user needs money, or something of value, to obtain the drug of choice. In order to maintain their drug habit they steal, burglarize and commit robbery. It is very common that shoplifters in this area have prescription medication that they have bought illegally. The majority of our robberies are drug related, whether it's the drug user being robbed by the seller, or the seller robbing another seller. In 2014, the STAC team seized one hundred

**ADECA / LETS Grant Application Part 2**  
**Edward Byrne Memorial JAG Program**  
Project Narrative Description / Problem Identification

and fifteen (115) firearms. One of the by-products of the drug activity has been the violence it has created. This can be seen in the amount of firearms confiscated as part of the drug arrests by STAC. Human trafficking has been linked to some of the local hotels in this area, which is directly linked to drug activity. This includes the use of prostitution in exchange for illegal narcotics. The Madison County District Attorney's Office has estimated eighty percent of violent crime committed in this jurisdiction is in some way drug related.

Organized gangs continue to be responsible for most of the illegal drug distribution, in the Madison-Morgan County area. There are currently over 2,000 identified gang members in our jurisdiction. We know organized gang members such as, Bloods, Crips, and Gangster Disciples exist in our jurisdiction. Local off-sets of these gangs, such as, Track Life, B.G.M., and M.H.P are continuing their attempts to control various neighborhoods locally. We believe this is an effort to maximize their illegal profits from narcotics distribution.

Also, we have recently seen a rise in the presence of Outlaw Motorcycle Gangs (OMGs), in our jurisdiction. Intelligence suggests these gangs view our region as "unclaimed territory" and several of these gangs are attempting to establish this region as their own. OMGs that we know have chapters and members in our jurisdiction are; Outcast, Wheel's of Soul, Biker Boyz, Warlocks, Banditos, Pistoleros, and Devil's Disciples. The Devil's Disciples are the most current addition to this category, and recently established a clubhouse near downtown Huntsville. Since then, numerous calls have been received for disturbances and illegal activity taking place at this location.

In addition to their illegal narcotics distribution, these gangs continue to contribute to additional shootings, robberies, and several recent murders, as territorial disputes flare up. In the City of Huntsville alone, between January and June of 2014, there were at least seven gang related murders.

### **Operational Plan**

Currently, the STAC Team includes five law enforcement agencies representing the entire jurisdiction of Madison and Morgan Counties. These narcotics agents originate from the City of Huntsville, the Morgan County Sheriff's Office, the Madison County Sheriff's Department, the Decatur Police Department, and the Madison County District Attorney's Office. In total, this equates to fifteen full time agents, and three support staff members. The STAC team also works closely with our federal law enforcement partners (F.B.I, D.E.A., A.T.F., etc). STAC is also a member of the Gulf Coast HIDTA, which allows the opportunity for more intelligence and information sharing. This cooperative effort ensures we are well prepared and equipped to battle the criminal element, which knows no jurisdictional boundaries. By combining information, intelligence and much needed manpower from the participating agencies, STAC has brought about the arrests of more organized dealers. In 2014, the STAC team was ranked first in the Gulf Coast HIDTA region, for the number of Drug Trafficking Organizations (DTOs) disrupted and/or dismantled. The team disrupted and/or dismantled twenty (20) DTOs total.

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For example, the Madison-Morgan County STAC Team worked, in cooperation with the Federal Bureau of Investigations, on Operation "Déjà Vu". Agents ultimately arrested 5 people in connection with a DTO that operated in Madison and Morgan County for at least five years. The source of supply for this organization was a Mexican DTO. The arrests made in March 2015, were the culmination of a Title III investigation across north and middle Alabama dealing with a cocaine distribution ring. The vast majority of this Title III operation was conducted in 2014. Law enforcement seized over thirty-three (33) kilograms of cocaine during the course of the investigation, and nearly \$500,000 in currency and assets. This investigation is still on-going and dozens of indictments are expected in the near future, as a result.

As a member of the Gulf Coast HIDTA, STAC is part of an information and intelligence sharing network that crosses local, state, national, and inter-national boundaries. In order to combat the flow of illegal narcotics through our jurisdiction, Madison and Morgan County was designated as a HIDTA region in 2002. The STAC team has been a part of the Gulf Coast HIDTA since 2002. STAC's relationships with other HIDTA's, and drug task forces, crossing over multi-jurisdictional boundary lines will continue to have a positive effect combating illegal narcotics distribution.

While the STAC team's primary function is to combat illegal narcotics activities, and the violent crimes which encompass them, we also serve multiple purposes in regards to other law enforcement functions. Due to the nature of our job function, and the experience and knowledge of our investigators, we also serve as an imperative information/intelligence source for other investigations. It is not uncommon for our agents to assist in other investigations such as murders, assaults, rapes, robberies, and burglaries. During this past year, we have assisted and/or apprehended offenders in each of these categories.

Although the STAC team focuses heavily on the enforcement of laws, we also work to help in the education and prevention of illegal activity. Members of our team have a close working relationship with our local chapter of Partnership for a Drug Free Community. We often work with this organization on details designed to educate the community on the many dangers of illegal drug and crime activity. We frequently partner with this organization and co-host events which are open to the public for candid and open forum discussions about illegal narcotics and criminal activity. Along with this community organization, members of the STAC team are also often called upon to give educational/informational seminars to schools, churches, and other community organizations.

Based on STAC's Threat Assessment, it has been determined that the following areas must be addressed during the next fiscal year:

- The STAC Team will be targeting the growing threat of heroin in the North Alabama area. STAC will specifically target heroin distribution DTO's which supply and transport through this area. By partnering with the local DEA office and cooperation through the District Attorney's Office and U.S. Attorney's Office, STAC will commit all of its resources in fully prosecuting this heroin

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epidemic and dismantling/disrupting the drug trafficking organizations that supply this drug. STAC has already begun to gather intelligence on these organizations and will continue to address this issue with vigor.

- The strategy used to identify, apprehend, and prosecute heroin drug distributors begins with the user. STAC has a street level tactical interdiction unit that targets the drug buyer and local drug dealer. This street level intelligence leads to the investigation of the drug supplier. STAC has a major investigations unit which takes this intelligence and begins to link drug traffickers together. The individual drug supplier is normally linked to connections not just in our region but other locations, nationally and internationally. STAC gathers this intelligence and begins to formulate strategies to best dismantle/disrupt the entire DTO. This may include the use of a Title III, sharing intelligence with other drug task force units, cooperation with local, state, or federal agencies. The overall goal is to reach the highest level of the drug trafficking organization to cause the greatest disruption to the drug supply. STAC has a dedicated gang specialist who will identify local gang members and their link to the criminal enterprises in this area. STAC is committed to gathering intelligence and resources to investigating the influx of outlaw motorcycle gangs in this area.
- STAC will continue its partnership with the Partnership for a Drug Free Community. Partnership has partnered with STAC to mentor young adults to be a positive role model in their schools. STAC will continue to present informational presentations to Grand Juries, local schools, churches, and community organizations.
- Based on these areas of concern, STAC has set these minimum goals and objectives for the upcoming fiscal year:
  1. Initiate three hundred (300) new street level cases targeted against the organized distribution of heroin, to include fentanyl, in Madison and Morgan Counties.
  2. Initiate one hundred (100) new cases targeted against the organized distribution of marijuana and synthetic marijuana derivatives in Madison and Morgan Counties.
  3. Identify from the new cases developed at least eight (8) major Drug Trafficking Organizations operating within or with connections to the Madison and Morgan County area.
  4. Disrupt or dismantle at least fifteen (15) major Drug Trafficking Organizations to stem the flow of cocaine, heroin and marijuana in our area.
  5. Seize at least \$300,000 of drug proceeds in an attempt to financially cripple the Drug Trafficking Organizations.

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6. Establish twenty (20) new confidential informants to assist in targeting drug dealers and Drug Trafficking Organizations.
7. Maintain an intelligence database targeting violent street gains believed to have connections to drug trafficking and other gang-related violence.
8. Initiate (20) new cases against the growing problem of the production and/or distribution of methamphetamine, and/or ice traffickers, in rural areas of Madison County.
9. Increase participation in Partnership for a Drug Free America in order to facilitate the spread of information on the dangers of drug abuse, especially the growing threat of heroin and fentanyl in this area.

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## **MEMORANDUM OF UNDERSTANDING**

### **MADISON-MORGAN COUNTY STRATEGIC COUNTERDRUG TEAM**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Memorandum") made and executed this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Madison County District Attorney, the Madison County Sheriff, the Morgan County Sheriff, City of Decatur, and the City of Huntsville (each of which is sometimes referred to herein individually as an "agency" and collectively as the "agencies").

#### **PURPOSE**

This Memorandum memorializes and certifies that the above-mentioned agencies have agreed to work in conjunction with each other to enforce effectively the controlled substance laws of the State of Alabama as expressed in the Alabama Criminal Code Title 13A, Code of Alabama, 1975. These cooperative enforcement efforts shall be accomplished by the utilization of a drug task force concept rather than relying totally on individual agency enforcement efforts. Use of this task force concept is intended to insure a well-coordinated, drug enforcement program and increase the flow of drug-related intelligence information between the various law enforcement agencies in Madison County area. The formalized drug enforcement task force shall be called "THE MADISON-MORGAN COUNTY STRATEGIC COUNTERDRUG TEAM" (hereinafter, "STAC").

#### **PROBLEM STATEMENT**

During 2014 and 2015, illegal drug traffic and all its associated crime problems continued to increase in all areas of Madison County. The continued increase in the location of high tech industry with high salaries in the area and associated publicity have attracted even more of the criminal element, which can be identified as a prime cause for the increase in major crimes. These crimes affect every jurisdiction and agency in Madison and Morgan County areas of Alabama.

Drug overdoses and drug thefts continue to increase. Burglaries and thefts committed to finance drug use also continue to increase with each passing year. Intelligence information obtained by law enforcement agencies suggests an increase in the number of drug users and traffickers who are operating with increasing volume. The known instances of out-of-state subjects appearing with large amounts of marijuana, cocaine and illegal prescription medication have also increased during the past few years. Furthermore, there has been a large increase in heroin use that included an increase in drug-related overdose deaths and has presented new challenges. Finally, the overall crime rate for police agencies has increased as well.

#### **NEED STATEMENT**

No single agency within Madison or Morgan County has the resources necessary to combat the narcotics problem on its own. No agency has been able to commit sufficient resources to maintain a sustained program that drug dealers would consider to be a serious threat. Traffickers are able to continue illegal drug sales with little fear of detection and prosecution.

During the past several years, numerous potential drug investigations have been left on the "back-burner" because of the lack of manpower, vehicles, or money to sustain an adequate

investigation. Public sentiment against the illegal production, sale, and illegal use of controlled substances has never been stronger. This public support serves as a solid foundation for needed and desired increases in the drug enforcement efforts in our area.

### Section I.

#### Creation of STAC; Goals and Directives

The agencies enter into this Memorandum to express their intent to create the Madison/Morgan County Strategic Counterdrug Team as an Alabama non-profit corporation for the purpose of combining investigative resources in the enforcement of drug, narcotics and controlled substance laws in the State of Alabama and the investigation of other drug-related criminal activity pursuant to Alabama Criminal Code Title 13A. The specific goals and directives of the STAC will be as follows:

1. Initiate investigations involving all levels of drug dealers with the overall objectives of identifying and apprehending major traffickers.
2. Assist police agencies on specific drug problems within their respective jurisdictions as needed.
3. Share with other agencies on specific drug problems within their respective jurisdictions as needed.
4. Provide training to the participating law-enforcement agencies in the areas of narcotics investigations.
5. Conduct public presentations to service club and civic groups at the request of participating agencies.
6. Provide a summary of the quarterly report and an annual report to all participating agencies.
7. Make periodic assessment of the unit's policies and report recommendations for changes to the Executive Board of STAC within 90 days of completion of the assessment.

### Section II.

#### Executive Board

The department head from each participating agency shall serve on a governing board which shall be responsible for the overall policies of the STAC. The governing board shall be known as the Madison/Morgan County Strategic Counterdrug Team Executive Board (hereinafter, the "Executive Board" or the "Board"), and shall include:

District Attorney, Madison County  
Sheriff, Madison County  
Police Chief, City of Decatur  
Police Chief, City of Huntsville  
Sheriff, Morgan County

Section III.  
Meetings of Executive Board

The STAC Executive Board shall meet on a quarterly basis for the purpose of reviewing the activities of the STAC. The Board may evaluate and adjust the goals of the unit if drug problems in the Madison County area suggest such changes.

Section IV.  
Voting

Each member of the STAC Executive Board shall have an equal vote. Executive Board members shall attend meeting and vote on STAC business. Three (3) Executive Board members shall constitute a quorum. A majority vote (3 votes) shall be required to pass action items. Representative votes shall be limited to emergency situations.

One member of the Executive Board shall be elected chairman. Minutes of the meeting shall be made on all votes and any other action taken.

Section V.  
Personnel

Each participating agency will assign personnel to the STAC as follows:

Madison County Sheriff's Department -- one full-time officer  
Madison County District Attorney's Office – one full-time officer  
Decatur Police Department – one full time officer  
Huntsville Police Department – ten full-time officers  
Morgan County Sheriff's Office- one full-time officer

Section VI.  
Salaries and Duty Assignments

Each participating agency shall be responsible for the full payment of salary for their personnel assigned to the unit and such salary shall be deemed to be full salary, due and payable to such assigned personnel while on duty with the unit. Overtime compensation will be approved by each agency for its participating personnel under its rules and regulations. The STAC Commander shall submit a monthly report in writing or orally to each agency concerning the hours worked by and the tasks assigned to the agency's respective personnel assigned to the STAC for the preceding month as well as anticipated assignments for the current month. Such reports shall be submitted in writing to the agency's representative on the Executive Board no later than the tenth (10th) day of each calendar month. Any issue raised by an agency concerning the propriety of the hours worked (or to be worked), the tasks or responsibilities assigned to its personnel shall be raised first with the STAC Commander and, if not satisfactorily resolved, with the Executive Board at any regular or special meeting.

## Section VII.

### Vehicles

STAC shall be responsible for providing a vehicle for personnel assigned, if available. Discretion as to the source of such vehicles shall be determined by the STAC Commander with approval by the board, which may include agency owned, leased, rented, and/or other vehicles that may be borrowed or paid for by private contribution through civic organizations, etc., consistent with policies adopted by the parent agency. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle.

## Section VIII.

### Seizure and Forfeiture

Assets received through seizure and forfeiture shall be reported as project income and shall be used for the enhancement of the unit's capability. The use of this income must be approved by the Alabama Law Enforcement Planning Agency in accordance with the appropriate Subgrant Administrative Manual (SAM 3.765) and must be applied to the current subgrant. The Board, as it may deem appropriate, may adopt policies and/or regulations concerning seizures, forfeitures and condemnation procedures.

## Section IX.

### Claims

Each party to this Memorandum shall be solely liable for all claims, demands, damages, attorneys' fees, and other costs arising from or relating to the respective party's performance under this Memorandum, including, but not limited to, all liability, claims, demands, attorneys' fees, and other costs arising from or relating to any defects in the vehicles or other equipment supplied or operated by the respective party pursuant to this Memorandum and/or negligent acts or omissions of an employee of the respective party which occurs in the performance of this Memorandum.

Each participating party shall be solely liable for any and all worker's compensation benefits for personnel which are employed by them and are injured in the course and scope of their duties while assigned to the STAC.

## Section X.

### Termination

Any jurisdiction desiring to terminate its participation in this Agreement shall indicate such intent, in writing to the Madison/Morgan County Strategic Counterdrug Team Executive Board. Termination of participation in this Agreement by such jurisdiction shall be deemed to take effect not less than thirty (30) days upon written communication of intent to the Executive Board. Any obligation of an agency to defend any actions, claims or lawsuits arising from its performance under this Memorandum shall survive termination of this Memorandum by any party.

## Section XI.

### No Joint Venture or Partnership Created

This Memorandum is not intended to form, nor can be construed to form, either explicitly, implicitly or otherwise, a joint venture, partnership or other formal business organization. No agency

participating in STAC can be bound by another agency participating in STAC acting as its agent except as specifically stated in this Memorandum.

Section XII.

Effect of Headings and Table of Contents

The Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section XIII.

Date of Memorandum

The date of this Memorandum is intended as and for a date for the convenient identification of this Memorandum and is not intended to indicate that this Memorandum was executed and delivered on said date.

Section XIV.

Severability Clause

If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions, terms or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

Section XV.

Governing Law

This Memorandum shall be construed in accordance with and governed by the laws of the State of Alabama.

Section XVI.

Counterparts

This Memorandum may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Section XVII.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

Section XVIII.

No Implied Waivers

The failure of either party to this Memorandum to insist upon the performance of any of the terms and conditions of this Memorandum, or the waiver of any breach of any of the terms and

conditions of this Memorandum, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section XIX.  
Amendment of Memorandum

This Memorandum may be amended with the written consent of each of the agencies which is a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

MADISON COUNTY DISTRICT ATTORNEY

By Robert L. Boush

Its \_\_\_\_\_

Attest:

Its \_\_\_\_\_

MADISON COUNTY SHERIFF

By Blaine L. Downing

Its \_\_\_\_\_

Attest:

Its \_\_\_\_\_

THE CITY OF HUNTSVILLE

By Lewis Morris

Its \_\_\_\_\_

Attest:

Its \_\_\_\_\_

CITY OF DECATUR

By *[Signature]*

Its *Chief of Police*

Attest:

Its \_\_\_\_\_

MORGAN COUNTY SHERIFF

By *Core Franklin*

Its *Sheriff*

Attest:

Its \_\_\_\_\_

**CERTIFICATE OF ASSURANCE**

I, Robert L. Broussard, Madison County District Attorney hereby certify that I have assigned Shane Turley and Christy Ragucci as a full-time employee to the Madison-Morgan County Strategic Counterdrug Team and further certify that said employee is relieved of all previous duties of the Madison County District Attorney's Office.

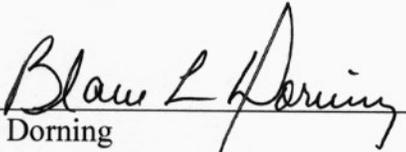
Dated this the 30<sup>th</sup> day of June, 2015.

  
Robert L. Broussard  
Madison County District Attorney

## CERTIFICATE OF ASSURANCE

I, Blake Dorning, Madison County Sheriff's Office hereby certify that I have assigned Eddie McDaniel as a full-time employee to the Madison-Morgan County Strategic Counterdrug Team and further certify that said employee is relieved of all previous duties of the Madison County Sheriff's Office.

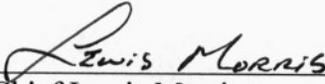
Dated this the 6 day of July, 2015.

  
\_\_\_\_\_  
Blake Dorning  
Madison County Sheriff

## CERTIFICATE OF ASSURANCE

I, Lewis Morris, Chief of the Huntsville Police Department hereby certify that I have assigned Ken Brooks, Jerry King, Terry Lucas, James Rushbrook, Blake Dean, Tesla Hughes, Tyler Benson, Thomas Morris, Bradley Snipes, Karl Kissich, Kelly Laing and Cathy Brown as a full-time employee to the Madison-Morgan County Strategic Counterdrug Team and further certify that said employee is relieved of all previous duties of the Huntsville Police Department.

Dated this the 23<sup>RD</sup> day of JUNE, 2015.

  
\_\_\_\_\_  
Chief Lewis Morris  
Huntsville Police Department

**CERTIFICATE OF ASSURANCE**

I, Ed Taylor, Chief of Decatur Police Department hereby certify that I have assigned Jamie Jarrell as a full-time employee to the Madison-Morgan County Strategic Counterdrug Team and further certify that said employee is relieved of all previous duties of the Decatur Police Department.

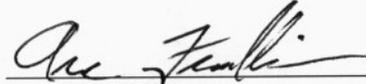
Dated this the 1 day of July, 2015.

  
\_\_\_\_\_  
Ed Taylor  
Decatur Police Department

**CERTIFICATE OF ASSURANCE**

I, Ana Franklin, Sheriff of the Morgan County Sheriff's Office hereby certify that I have assigned Zackary Dockery as a full-time employee to the Madison-Morgan County Strategic Counterdrug Team and further certify that said employee is relieved of all previous duties of the Morgan County Sheriff's Office.

Dated this the 8 day of July, 2015.



\_\_\_\_\_  
Ana Franklin  
Morgan County Sheriff