CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: 9/24/2015

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

Grant award for the FY 2015 High Intensity Drug Trafficking Area (HIDTA) Grant. (Revised)

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the Alabama Dept. of Public Safety, to accept the FY 2015 High Intensity Drug Trafficking Area (HIDTA) Grant.

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

Item to be considered for: Action

Unanimous Consent Required: No

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

Grant award in the amount $187,064. There is no match requirement. These funds will be utilized by the HIDTA task force.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Mark W. Murray

Date: August 25, 2015

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Police**

Council Meeting Date: 9/24/2015

Department Contact: **Tamara Doyle**

Phone # **256-427-7130**

Contract or Agreement: **FY2015 HIDTA Grant Award (revised-Agency name & grant #)**

Document Name:

City Obligation Amount:

Total Project Budget: **$187,064.00**

Uncommitted Account Balance:

Account Number: 01-5251-XXXX-1118

Modification of Existing Grant Program
No Budget Change Needed / Title of Contractor

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	Mark W. Murray	
2) Legal	Mary C Cates	9/1/15
3) Finance	[illegible]	9/11/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the Alabama Department of Public Safety, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the Alabama Department of Public Safety in the amount of $187,064 for the FY 2015 High Intensity Drug Trafficking Area (HIDTA) grant", consisting of Ten (10) pages, and the date of September 24, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 24th day of September, 2015.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of September, 2015.

_____
Mayor of the City of Huntsville,
Alabama

FEDERAL GRANT NO. G15GC0002B
ALEA GRANT REPT. CT. NO. 5HHP

MEMORANDUM OF AGREEMENT

BETWEEN THE

ALABAMA LAW ENFORCEMENT AGENCY

AND THE

ALABAMA GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA

AND THE

CITY OF HUNTSVILLE POLICE DEPARTMENT

This Agreement between the Alabama Law Enforcement Agency (ALEA), Alabama Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the City of Huntsville Police Department (HPD) shall begin on 01/01/15 and shall not extend beyond 12/31/16 unless the period is extended by written modification to this Agreement.

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

NOW THEREFORE, ALEA, HIDTA and HPD hereby agree to the disbursement of HIDTA funds in the amount of $187,064 to the resource recipient, HPD, under the following terms and conditions:

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

2. HPD agrees to abide by and be bound by the attached approved budget – spending plan (Appendix A) for purchases including future reprogramming requests as approved by ALEA

President of the City Council
September 24, 2015
Date

and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Gulf Coast HIDTA Director of Operations.

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

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

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (HPD) shall be received by the HIDTA State Director of Operations no later than the 15th day prior to the grant expiration date, unless the grant is extended.

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

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

5. The parties agree and understand that ALEA is not responsible for any purchases or actions of HPD in violation of the grant agreement or budget.

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

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

8. 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 Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or

amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

9. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

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

J. Spencer Collier
Secretary of Law Enforcement

ALEA Legal Counsel
Reviewed as to legal form

Nick Forte
Alabama Gulf Coast HIDTA

Huntsville Police Department
Tommy Battle, Mayor

APPENDIX A of MOA

City of Huntsville Police Department

2015 Expenditure Plan

	2014 Award Balance	2015 Award	2015 Spending Plan	Excess to be Applied to Future Spending Plans
Overtime	$46,185.26	$114,034	**$192,071**	-$31,851.74
Travel	$5,500.00	$5,500	**$5,500**	
Facilities	$21,505.00	$27,520	**$27,520**	
Services (Vehicle Allowance)				
Supplies				
Other - PE/PI	$30,000.00	$40,000.00	$40,000.00	$30,000.00
Agency Total	**$103,190.26**	**$187,054.00**	**$265,091.00**	$25,153.26

PLEASE NOTE: ABOVE REFERENCED BALANCES AS OF 1/1/2015

Request for Reimbursement of HIDTA Overtime Expenses

Name of Agency
Address

Contact Person

HIDTA Initiative
Period of reimbursement claim
From:
To:
Phone #

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

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

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

All financial records, supporting documentation, and all other records pertaining to the overtime being claimed is retained by the requesting agency for a period of five years. This retention is required for purpose of Federal examination and audit. These records can be retained in digital format.

APPENDIX B - OVERTIME FORM

MEMORANDUM OF AGREEMENT

BETWEEN THE ALABAMA DEPARTMENT OF PUBLIC SAFETY AND THE

CITY OF HUNTSVILLE POLICE DEPARTMENT

APPENDIX C

REQUIRED FORMS:

EEOP FORM

CERTIFICATION REGARDING LOBBYING FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

CERTIFICATION FORM

Recipient Name and Address: City of Huntsville (Police Department)

Grant Title: FY 2015 HIDTA Award Grant Number: G15GC0002B Award Amount: $187,064

Contact Person Name and Title: Tamara Doyle, Police Grant Manager Phone Number: (256) 427-7130

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Tommy Battle, Mayor **[responsible official]**, certify that the City of Huntsville (Police Department) **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Saundra Simmons, Equal Opportunity Officer **[organization]**, at 308 Fountain Circle Huntsville, Al 35801 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Tommy Battle, Mayor _____ September 24, 2015

Print or type Name and Title **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-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

_____
Signature of Authorized Official

September 24, 2015
Date

Mayor of the City of Huntsville
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)

September 24, 2015
Date

City of Huntsville (Police Dept.)
(Name of Organization)

308 Fountain Circle Huntsville, Al 35801
(Address of Organization)

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):

Street Address	City	County	State	Zip Code
109-A N. Jefferson Street	Huntsville	Madison	Al	35801

City of Huntsville (Police Dept.)
Organization Name

G15GC0002B
Applicant or Grant Number

Tommy Battle, Mayor
Name and Title of Authorizing Representative

Signature

September 24, 2015
Date