



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/12/2024

File ID: TMP-4524

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the Alabama Law Enforcement Agency and the Alabama Gulf Coast High Intensity Drug Trafficking Area and the Huntsville Police Department in the amount of \$353,277 for the FY 2024 High Intensity Drug Trafficking Area (HIDTA) Grant.

Resolution No.

Finance Information:

Account Number: n/a

City Cost Amount: \$ 0

Total Cost: \$ 0

Special Circumstances:

Grant Funded: \$ 353,277

Grant Title - CFDA or granting Agency: ALEA

Resolution #: 24-460

Location: (list below)

Address:

District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:

ALEA Legal Department made some minor revisions to the HIDTA agreement after it was already executed on June 27, 2024. They request we review and resign the attached agreement.

RESOLUTION NO. 24-_____

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 Law Enforcement Agency (ALEA), 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 “Memorandum of Agreement between the Alabama Law Enforcement Agency and the Alabama Gulf Coast High Intensity Drug Trafficking Area and the Huntsville Police Department in the amount of \$353,277 for the FY 2024 High Intensity Drug Trafficking Area (HIDTA) Grant”, consisting of Five (5) pages, and the date of September 12, 2024, 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 of the City of Huntsville, Alabama.

ADOPTED this the 12th day of September, 2024.

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

APPROVED this the 12th day of September, 2024.

Mayor of the City of Huntsville,
Alabama

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ALABAMA LAW ENFORCEMENT AGENCY
AND THE
GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
HUNTSVILLE POLICE DEPARTMENT**

This Agreement between the Alabama Law Enforcement Agency (ALEA), Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **HUNTSVILLE POLICE DEPARTMENT (LEO)** shall begin on 01/01/2024 and shall not extend beyond 12/31/2024 unless the period is extended by written modification to this Agreement.

WHEREAS, ALEA has been designated as the fiscal agent for the State of 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 LEO hereby agree to the disbursement of HIDTA funds (see Appendix A) to the resource recipient, LEO, under the following terms and conditions:

1. LEO 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. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by ALEA and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Alabama Gulf Coast HIDTA State Director.

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

Don DeSalvo (Desalvod@GCHIDTA.ORG)
Alabama HIDTA Operations Center
1100 Fairhope Avenue, Second Floor
Fairhope, Alabama 36532

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Gulf Coast HIDTA Alabama State Director 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 (LEO) agrees to complete all applicable items (Acceptance of Audit Requirements and Certification Regarding Lobbying) and return to ALEA/GULF COAST HIDTA along with the signed agreement.

5. The parties agree and understand that ALEA is not responsible for any purchases or actions of LEO 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. LEO agrees to reimburse ALEA for any purchase paid by ALEA which is later disallowed after audit or financial review.

8. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising

under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

9. This agreement shall be governed by the laws of the state of Alabama. All services under the agreement will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations. LEO will also comply with any federal or state court orders that pertain to the State of Alabama for which ALEA is required to adhere.

10. Under no circumstances shall the terms, conditions, and commitments contained herein be constituted a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of the State of Alabama of 1901, Amendment XXVI.

11. By signing this contract, the contracting 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.

12. Any party may terminate this agreement at any time by providing thirty (30) days written notice to the other parties.

13. LEO understands that it and ALEA are, and shall remain, separate and distinct entities. The relationship between LEO and ALEA will purely be contractual in nature. LEO, its agents, representatives, employees, subcontractors, distributors, and/or volunteers will not be considered employees of ALEA. ALEA representatives, employees, subcontractors,

distributors, and/or volunteers will not be considered or deemed to be employees, agents or representatives of LEO.

14. Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource recipient further acknowledges that they have an affirmative duty to notify ALEA of being suspended or debarred from receiving federal grant money. See 2 CFR 180.

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

Chief Kirk Giles
Huntsville Police Department

Tommy Battle, Mayor
City of Huntsville

Donald DeSalvo

Don DeSalvo
Alabama Director of Operations
Gulf Coast HIDTA

Mike

Legal Counsel
Alabama Law Enforcement Agency

Hal Taylor

Hal Taylor
Secretary
Alabama Law Enforcement Agency

Appendix A of MOA

2024 Huntsville Police Department Expenditure Plan*

North Alabama Drug Task Force

\$227,777 (overtime)

\$3,300 (travel)

\$67,200 (services)

\$55,000 (other/PE-PI)

\$353,277 (total)

***Expenditure Plan is for calendar year 2024 and may be comprised of unexpended balances from previous years Awards**