



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/14/2023

File ID: 2023-710

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement for a grant between the Alabama Law Enforcement Agency (ALEA) and the Alabama Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Huntsville Police Department.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: 0

Total Cost: 0

Special Circumstances:

Grant Funded: \$342,750

Grant Title - CFDA or granting Agency: ALEA

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

This is the annual grant award the police department receives from ALEA and HIDTA. It is used to support our North Alabama Drug task force activities, reimburses agent overtime costs, vehicle allowance, and purchase of evidence and information.

RESOLUTION NO. 23-_____

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 “Grant 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 \$342,750 for the FY 2023 High Intensity Drug Trafficking Area (HIDTA) Grant,” consisting of six (6) pages, and the date of September 14, 2023, 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 14th day of September, 2023.

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

APPROVED this the 14th day of September, 2023.

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 01/01/2023 and shall not extend beyond 12/31/23 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. In compliance with Alabama Act 2016-312, LEO hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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.

Appendix A of MOA

2023 Huntsville Police Department Expenditure Plan*

North Alabama Drug Task Force

\$217,800 (overtime)

\$2,750 (travel)

\$67,200 (services)

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

\$342,750 (total)

*Expenditure Plan is for calendar year 2023 and may be comprised of unexpended balances from previous years Awards

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

Huntsville Police Department
Tommy Battle, Mayor

Donald DeSalvo

Don DeSalvo
Alabama Director of Operations
Gulf Coast HIDTA

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Legal Counsel
Alabama Law Enforcement Agency

Hal Taylor

Hal Taylor
Secretary
Alabama Law Enforcement Agency

CERTIFICATION REGARDING LOBBYING

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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 funds other than 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 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 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 of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, United States 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.

Organization: City of Huntsville, Alabama

Street address: 308 Fountain Circle

City, State, Zip: Huntsville, AL 35801

Tommy Battle

CERTIFIED BY: (type or print)

Mayor

TITLE: _____

(signature)

09/14/2023
(date)