



# City of Grand Island

Tuesday, December 19, 2006

Council Session

## Item G9

**#2006-358 - Approving Contract with Crime and Protection Solutions LLC for Services Relating to High Intensity Drug Trafficking Area (HIDTA) Grant**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Captain Robert Falldorf, Police Department

**Meeting:** December 19, 2006

**Subject:** Approval of Contract Between the City of Grand Island and Crime and Protection Solutions L.L.C.

**Item #'s:** G-9

**Presenter(s):** Steve Lamken, Chief of Police

## **Background**

The Office of National Drug Control Policy (ONDCP) has awarded a High Intensity Drug Trafficking Area (HIDTA) grant to the state of Nebraska for utilization by various state and local law enforcement agencies. The City of Grand Island by and through the Grand Island Police Department and Tri-Cities Federal Drug Task Force has participated in a variety of activities in connection with the HIDTA grant and other coordinated activities to fight drug trafficking. The City of Grand Island has agreed to act as the fiduciary for the HIDTA grant, and as such, it is necessary to renew contracts with independent contractors who will be providing professional services for the HIDTA program for the year 2007.

## **Discussion**

This is a renewal contract between the City of Grand Island and Crime and Protection Solutions, an independent contractor. The City of Grand Island acts as the fiduciary for the HIDTA grant and pays for the services of independent contractors out of the grant funds, in this case, the services of Crime and Protection Solutions L.L.C.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the contract between the City of Grand Island and Crime and Protection Solutions L.L.C.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the contract between the City of Grand Island and Crime and Protection Solutions L.L.C.

## **Sample Motion**

Move to approve the contract between the City of Grand Island and Crime and Protection Solutions L.L.C.

## **Contract Between**

### **Crime and Protection Solutions L.L.C and City of Grand Island Police Department**

Contract made *January 1, 2007*, between *City of Grand Island Police Department*, of *131 S. Locust, Grand Island, Hall County, Nebraska*, here referred to as OWNER, and *Crime and Protection Solutions L.L.C*, of *P.O. Box 88, Boys town, Douglas County, Nebraska*, here referred to as CONTRACTOR.

#### **RECITALS**

- A. OWNER owns and/or operates a *Law Enforcement Agency* at the address set forth above, and OWNER desires to have the following services performed:

#### ***Criminal Intelligence Analysis***

CONTRACTOR agrees to perform these services for OWNER under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between OWNER and CONTRACTOR:

#### **SECTION ONE.**

#### **DESCRIPTION OF WORK**

The work to be performed by CONTRACTOR includes all services generally performed by CONTRACTOR in contractor's usual line of business, including, but not limited to, the following:

- Study criminal relationships of targets.
- Link and chart suspects to criminal organizations or events to determine who is doing what with whom.
- Focus on organized crime such as narcotics smuggling, money laundering, gangs, terrorism, and in general crimes.
- Work with Law Enforcement Officer(s) and Agent(s) who gather information by field observation, confidential information sources, and public records.
- Establish criminal profiles that include prior crimes and criminal relationships to aid in making a connection between members and the organization.
- Use telephone toll analysis to plot telephone activity to determine the size and location of criminal groups and individuals involved.
- Study the suspect's assets to determine the flow of money going in and coming from the targeted group.

The OWNER only responsibility under this contract is to administer the Cooperative Agreement Contract between ONDCP and the OWNER by supplying ONDCP the proper documentation regarding any payment due to the CONTRACTOR and disbursing such funds to the CONTRACTOR.

## SECTION TWO.

### PAYMENT

OWNER will pay CONTRACTOR the total sum of \$ 4,750.00 per month for the work to be performed under this contract.

## SECTION THREE.

### RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. OWNER is interested only in the results to be achieved and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of OWNER for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that OWNER provides for owner's employees. It is understood that OWNER does not agree to use contractor exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for other owners while under contract with OWNER.

## SECTION FOUR.

### LIABILITY

The work to be performed under this contract will be performed entirely at contractor's risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract. CONTRACTOR agrees to indemnify OWNER for any and all liability or loss arising in any way out of the performance of this contract.

## SECTION FIVE.

### TERMINATION OF AGREEMENT

This Contract may be terminated by mutual consent of both parties, or by either party, upon 30 days written notice without cause provided.

The OWNER may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or at such later date as may be stated in the notice, under the following condition:

1. If funding from federal, state, or other sources is not obtained by OWNER and continued at levels sufficient to allow for purchase of the services in the indicated quantities or term, the contract will be terminated.

CONTRACTOR understands that should he/she no longer be able to perform the services required, for any reason, this entire Agreement shall automatically terminate without notice.

## SECTION SIX

### INDEMNITY

CONTRACTOR agrees to indemnify, save and hold harmless the OWNER, including its agencies, officers, and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the OWNER sole negligence. CONTRACTOR also agrees to indemnify, save and hold the OWNER harmless for all costs, expenses, and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein.

## SECTION SEVEN

### INSURANCE

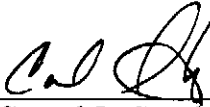
CONTRACTOR does hereby for himself and his officers, agents, employees, and successors, collectively referred to in this paragraph as 'CONTRACTOR', release and forever discharge the OWNER, its officers, agents, and employees, collectively referred to in this paragraph as the OWNER, of any and all debt, damages, claims causes of action, suits, liabilities, and damages of whatever nature which CONTRACTOR might now have or might subsequently acquire by reason of any matter or things whatsoever and particularly growing out of or in any way connected with, directly or indirectly, this agreement and/or services to be performed pursuant to the same, including but not limited to, any claims for workers compensation, health insurance, or any other benefit, and any claims challenging the constitutionality or legality or the provision of this agreement; any and all existing or future common law statues or laws, civil rights or constitutional claims, and any other claims of any nature.

SECTION EIGHT

**NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

CONTRACTOR shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinance because of race, color, sex, age, political or religious opinions, affiliations or national origin. CONTRACTOR agrees to comply with all applicable laws, rules, regulations, and policies, including but not limited to those relating to nondiscrimination, accessibility, and civil rights. CONTRACTORS agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers compensations premiums. CONTRACTOR shall have and keep current at all times during the term of this agreement all licenses and permits required by law.

In witness whereof, the parties have executed this agreement on the 31<sup>st</sup> day of December 2006.



*Cornel D. Stemley, Crime Analyst  
Crime and Protection Solutions L.L.C*

**Margaret Hornady, Mayor**  
*City of Grand Island, Nebraska*

RESOLUTION 2006-358

WHEREAS, the Office of National Drug Control Policy (ONDCP) has awarded a High Intensity Drug Trafficking Area (HIDTA) grant to the state of Nebraska for utilization by various state and local law enforcement agencies; and

WHEREAS, the City of Grand Island has participated in a variety of activities in connection with the HIDTA grant and other coordinated activities to fight drug trafficking; and

WHEREAS, it is in the interests of the City of Grand Island and its citizens to participate in the Midwest HIDTA program; and

WHEREAS, it is necessary to renew contracts with independent contractors who will be providing professional services for the HIDTA program for the year 2007.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island shall participate in the Midwest HIDTA independent contractor program, coordinating its activities with those of other federal, state and local law enforcement agencies.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute such documents and take such action as is necessary and appropriate to accomplish these purposes.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2006.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2006	☐ City Attorney