



# City of Grand Island

Tuesday, April 13, 2010

Council Session

## Item G4

**#2010-96 - Approving Contract for HIDTA Funding for 2010/2011**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** April 13, 2010

**Subject:** HIDTA Funds

**Item #'s:** G-4

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department has been a recipient of HIDTA funding to support the Tri City Drug Task Force for several years. The Department has received \$53,692.00 in the 2010/2011 HIDTA award. The funding goes towards equipment for one Police Department investigator, operations of the Task Force offsite facility and funds for the purchase of drugs and payments to informants.

## **Discussion**

The Police Department has received HIDTA funding for several years that is directed to support the Tri City Drug Task Force. The Department has been awarded \$53,692 in HIDTA funds for the 2010/2011 year. The funds support a vehicle and cell phone for one Police Department drug investigator, the operation of the Task Force's offsite facility and operational funds for the purchase of drugs and payments to informants.

The Task Force is a valuable asset in our efforts to combat drug and violent crime in the Tri Cities areas. Grand Island receives significant benefit from the work and efforts of the Task Force. The HIDTA funding provides resources to the Task Force that would otherwise not be available.

## **Alternatives**

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

1. Move to approve
2. Postpone the issue to future date

3. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the contract for HIDTA funding for 2010/2011 to be used in support of the Tri City Drug Task Force.

### **Sample Motion**

Move to approve the contract for HIDTA funding for 2010/2011 to be used in support of the Tri City Drug Task Force.

# CONTRACT AWARD

Nebraska State Patrol  
P.O. Box 94907  
Lincoln, NE 68509

**HIDTA Initiative**

CONTRACTOR: Grand Island Police Department	AWARD NO. 10HD06	AWARD DATE: March 15, 2010
CONTRACT TITLE Tri City Drug Task Force	Contract Amount: \$53,692	

## CONTRACTOR'S BUDGET

COST CATEGORY	Federal Share	State/Local Share	Total Project
Travel – Administrative	\$4,020		\$4,020
Facilities – Utilities	\$12,000		\$12,000
Facilities – Support	\$4,800		\$4,800
Supplies – Office	\$2,600		\$2,600
Services – Vehicle Lease	\$5,700		\$5,700
Services – Cell Phones	\$900		\$900
Services – Service Contract	\$2,800		\$2,800
Other – PE/PI	\$20,872		\$20,872
Total	\$53,692		\$53,692
Contribution Percentage	100		

This Contract Award is subject to all current State and Federal Policies and Procedures established by the Executive Office of the President – Office of National Drug Control Policy, (ONDCP) and the Nebraska State Patrol (NSP). If applicable, this award may be subject to special conditions.

The contract period will be from 01-01-2010 through 12-31-2011. The contract will become effective on the above stated date, provided the NSP has received the signed Contract Award from the Contractor. After the remaining signatures have been obtained, a copy of the Contract Award will be provided to the Contractor.

The Patrol may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of cancellation. Should the Patrol exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

The Patrol reserves the right to make modifications, deletions, or additions to the Contract Award at any time. Modifications that change any part of the Contract Award must be made by mutual agreement of both parties.

Where modifications are mandated by law or other requirements, over which the Patrol has no discretion or control, the Contractor agrees to accept the necessary modifications whenever possible. If however, the Contractor cannot accept the changes; this Contract Award can be terminated. Failure to agree to such modifications is not a dispute within the meaning of the Disputes paragraph of the Contract Award Guidelines.

### FINANCIAL MANAGEMENT

The Contractor must maintain a financial management system which records all Contract Award related costs following generally accepted accounting procedures. Adequate documentation for all contract costs must be maintained.

The Contractor will maintain, using accepted accounting practices and procedures, such books, records, documents, and other evidence, and accepted accounting procedures that will accurately document all costs relating to this Contract Award. This documentation must be kept for a period of at least three years (3) following completion of the project and final payment. All such documents will be subject to periodic on-site review as deemed necessary by ONDCP, the Patrol, and Federal audit agencies.

The Contractor agrees that the Patrol, the Executive Office of the President – Office of National Drug Control Policy, and/or the Comptroller General of the United States, the Auditor of the State of Nebraska or any of their duly authorized representatives may have access for purposes of audit and examination to any book, document, papers, or records maintained by the Contractor pertaining to this contract, and the Contractor further agrees to maintain such books and records for the period of three years after the date of the final audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three years, the records shall 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.

#### STOP WORK

The Patrol may issue and the Contractor will accept a written order to hold or Stop Work on activities funded under this Contract Award for a period of 30 days. Such orders will be issued only for sufficient cause, such as reason to believe work is being performed outside of the terms of the Contract Award, for financial improprieties found during a monitoring inspection or voucher and records review, or a change in relevant laws or regulations.

A Stop Work may be continued, cancelled, or reissued as an order of termination.

The Contractor is responsible for any costs incurred after the completion of the project and the issuance of final payment by the Patrol unless by mutual agreement.

#### BREACH OF AGREEMENT

In the event full services are not provided by the Contractor unless as a result of fire, riot, or other Act of God or other emergency acceptable to the Patrol, the Contractor will reimburse the Patrol for all funding provided by the Contract Award. These provisions will be exercised by the Patrol only after Contract Award violation(s) has been established and negotiations between the Patrol and recipient have not resulted in a mutually acceptable resolution. A written notice of Breach of Contract must be issued by the Patrol.

#### ACCEPTANCE OF CONDITIONS

It is understood and agreed by the undersigned that this contract and any subsequent Contract Awards are subject to the Nebraska State Patrol Multiple HIDTA Initiative Cooperative Agreement award G10MW0007A, dated January 2010, and to all special conditions as identified by the NSP. The signatures, with the original Contract Proposal, certify that this document has been received and read in its entirety.

  
\_\_\_\_\_  
Signature of NSP Superintendent

\_\_\_\_\_  
Signature of Project Director

Bryan Tuma, Colonel - Superintendent  
\_\_\_\_\_  
Typed Name of Official and Title

3/17/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official  
(Mayor, County Board Chairman, State Department Head, etc.)

\_\_\_\_\_  
Signature of Financial Officer  
(Treasurer, City Clerk, City Finance Department, Etc)

\_\_\_\_\_  
Typed Name of Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

CFDA: G10MW0001A

## Confidential Funds Certification

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the ONDCP Financial and Administrative Guide.

Date: 3/22/10

Signature: 

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

Grant No: 10HD06

# SPECIAL CONDITIONS

## NEBRASKA STATE PATROL MIDWEST HIDTA MULTIPLE INITIATIVES

Contractor: Grand Island Police Department	
Contract Number: 10HD06	Contract Title: Tri City Drug Task Force

This subgrant is subject to the standard conditions agreed to in the contract award, certified assurances, the Executive Office of the President, Office of National Drug Control Policy, HIDTA Multiple Initiatives and the following special conditions:

### A. General Provisions

#### 1. This grant is subject to:

- OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" (or, if applicable, OMB Circular A-21 "Cost Principles for Educational Institutions");
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" (or, if applicable, OMB Circular A-100 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations");
- OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Institutions";
- "Government-wide Debarment and Suspension (Non procurement)," codified at 21 CFR § 1401 et. seq.;
- "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 21 CFR § 1401 et. seq.);
- "New Restrictions of Lobbying" (codified at 18 USC § 1903 and 31 USC § 1352).
- Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 UUSC § 2000d et seq.).
- Immigration and Naturalization Service Employment Eligibility Verification Form (I-9)

#### 2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. An original and one copy of the audit report shall be sent to the cognizant Federal Agency. The management letter must be submitted with the audit report. In addition, a copy of the audit report and management letter must be sent to:

EOP/ONDCP  
Attention: HIDTA Financial Management Office  
GSD/RDF (202) 395-6792  
Anacostia Naval Annex  
Bldg 410/Door 123  
250 Murray Lane, SW  
Washington, DC 20509

#### 3. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

### B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP'S "HIDTA Program Policy and Budget Guidance" and the "ONDCP Financial and Administrative Guide"

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, the Contractor must make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

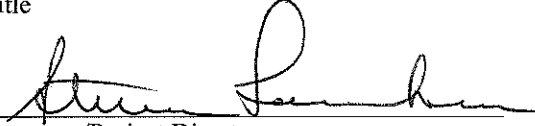
C. Payment Basis

1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161 on a monthly basis. Copies of invoices, payroll registers, and canceled checks must accompany the payment confirmation number to provide documentation for the reimbursement request.
2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

**RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:**

STEVEN LAUKEN  
Typed Name

POLICE CHIEF  
Title

  
Signature/Project Director

3/22/10  
Date

*Original to Patrol; Subgrantee keep copy for records.*



# CASH REPORT/CASH REQUEST

<b>Nebraska State Patrol      Midwest HIDTA Initiative</b>		<b>Federal I. D. Number 47-6006205</b>	
<b>1. Contractor Name</b> Grand Island Police Department <b>Address</b> 111 Public Safety Drive Grand Island, NE 68801		<b>2. Grant Name</b> Tri City Drug Task Force	<b>3. Grant Number</b> 10HD06
<b>4. Request for Funds</b> <div style="display: flex; justify-content: space-between;"> <span>_____ Regular</span> <span>_____ Final</span> </div>		<b>5. Report of Expenditures</b> <div style="display: flex; justify-content: space-between;"> <span>_____ Regular</span> <span>_____ Final</span> </div>	
<b>6. Report/Request Number</b>		<b>7. This report covers:</b> <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Month,      Year</span> <span>Month      Year</span> </div>	

**8. Expenditures and unpaid obligations by budget category (include cents).**

Budget Category	Approved Budget	Prior Expenditures	Period Expenditures	To-Date Expenditures
Travel – Administrative	\$4,020			
Facilities – Utilities	\$12,000			
Facilities – Support	\$4,800			
Supplies – Office	\$2,600			
Services – Vehicle Lease – passenger	\$5,700			
Services – Communications – mobile phone & pagers	\$900			
Services – Service Contracts	\$2,800			
Other – PE/PI	\$20,872			
<b>Total</b>	<b>\$53,692</b>			

9. Cash Status	Federal Funds	Matching Funds	Total
A. Total Funds Budgeted			
B. Total Federal Funds Received to Date			
C. Less Funds Expended			
D. Balance on Hand at End of Quarter (B-C)			

10. Cash Request	For Month Of	Federal Funds Requested	Justify Extraordinary Request

**11. Project Income**

<b>A. Project Income This Period:</b>	<b>B. Project Income Balance To-Date:</b>
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*Certification: I certify that this information is taken from the Book of Accounts and that such costs are valid and consistent with the terms of the grant.*

<b>Signature</b>	<b>Typed Name &amp; Title</b>	<b>Date</b>
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RESOLUTION 2010-96

WHEREAS, the Tri City Drug Task Force is a valuable asset in drug enforcement in the City of Grand Island, and

WHEREAS, the Grand Island Police Department has received HIDTA grant funding to support the Tri City Drug Task Force for several years, and

WHEREAS, the Grand Island Police Department has been awarded grant funding of \$53,692 for the 2010/2011 operational year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the contract for HIDTA grant funding to be used to support the Tri City Drug Task Force with the Nebraska State Patrol for the 2010/2011 year.

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2010

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk