

Non-Code Ordinance

By: Police Department
Introduced: May 9, 2022
Public Hearing: May 23, 2022
Adopted: May 23, 2022
Yes: Brown, Graham, Rubeo, Sullivan-Leonard, Velock
No: None
Absent: Johnson

**City of Wasilla
Ordinance Serial No. 22-16**

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2022 Budget By Accepting And Appropriating An Edward Byrne Memorial Justice Assistance Grant (JAG) In The Amount Of \$37,026 For Overtime Hours Used In Conjunction With The Mat-Su Drug Enforcement Team Operations.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To appropriate funds for patrol officers to work overtime hours with the Mat-Su Drug Enforcement Team and assist in drug interdiction efforts in the Mat-Su Borough. By providing patrol officers the opportunity to work with the Mat-Su Drug Enforcement Team, both will benefit with shared intelligence, additional manpower to focus on drug enforcement activities, and exposure of patrol officers to investigative techniques unique to drug enforcement.

Section 3. Appropriation of Funds. The funds are appropriated to the following:

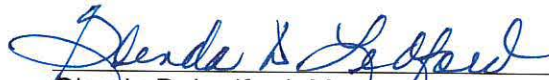
Personnel Services/Byrne OT Grant 001-4230-420.10-33 \$ 37,026.00

Section 4. Source of Funds.

Pass Thru Grnt/DOJ – Byrne Grant 001-4200-331.12-02 \$ 37,026.00

Section 5. Effective Date. This ordinance shall take effect upon adoption.

ADOPTED by the Wasilla City Council on May 23, 2022.



Glenda D. Ledford, Mayor

ATTEST:



p.p. Sarah Stamper, Deputy Clerk
Jamie Newman, MMC, City Clerk

[SEAL]

City of Wasilla
Legislative Staff Report
Ordinance Serial No. 22-16
(Non-Code Ordinance)

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2022 Budget By Accepting and Appropriating An Edward Byrne Memorial Justice Assistance Grant (JAG) In The Amount Of \$37,026 For Overtime Hours Used In Conjunction With The Mat-Su Drug Enforcement Team Operations.

Originator: Angella Long, Interim Police Chief
Date: 4/19/2022

Agenda of: 5/9/2022

Route to:	Department Head	Signature	Date
X	Chief of Police		5/3/2022
X	Finance Director		5-3-22
X	Deputy Administrator		5/3/22
X	City Clerk		5/3/2022
X	Mayor		5/3/2022

Fiscal Impact: yes or no

Funds Available: yes or no

Account name/number:

Personnel Services/Byrne OT Grant	001-4230-420.10-33	37,026
Pass Thru Grnt/DOJ – Byrne Grant	001-4200-331.12-02	<u>37,026</u>
		Total: \$37,026

Attachments: Ordinance Serial No. 22-16 (1 pages)
Grant Award (1 page)
Grant Agreement (8 pages)

Summary Statement: Drug activity continues to be an ever-present problem in the Mat-Su Borough. Although the city population is just under 10,000, WPD provides police services for nearly 50,000 borough residents as Wasilla is a retail/business hub for the borough. WPD has a very proactive patrol division and frequently develops cases with a drug-related nexus. In 2021, WPD officers generated two hundred five (205) drug-related incident reports. Cases involved seizure of the following drugs: Heroin, Methamphetamine, Marijuana, and various other prescription drugs.

Overcoming the difficulties in connecting users to higher level distributors of illicit drugs through collaboration between WPD patrol officers and the Mat-Su Drug Enforcement Team would be the goal of this project. Sharing real time intelligence between the two agencies through this project would provide investigative leads to target drug distribution.

The Mat-Su Drug Enforcement Team’s investigations have shown that proactive drug enforcement has an impact on drug related offenses such as assault, robbery, burglary, sexual assault, and theft. By providing patrol officers the opportunity to work with the Mat-Su Drug Enforcement Team, both will benefit with shared intelligence, additional manpower to focus on drug enforcement activities, and exposure of patrol officers to investigative techniques unique to drug enforcement.

Over the 24 weeks of the grant period, patrol officers will have the opportunity to work overtime hours with the Mat-Su Drug Team. The extra manpower would assist the drug team in its drug interdiction efforts in the Mat-Su Borough.

Proposed Action: Introduce and set the Ordinance for public hearing.

STATE OF ALASKA
Department of Public Safety
Grants Office

GRANT AWARD

GRANTEE	DEPARTMENT		
NAME: City of Wasilla ADDRESS: 290 E Herning Ave CITY: Wasilla Alaska 99654	NAME: Department of Public Safety ADDRESS: 5700 E. Tudor Road CITY: Anchorage, AK 99502		
CONTACT: Angella Long TITLE: Chief of Police, City of Wasilla	CONTACT: Rebecca Wilson TITLE: Grant Administrator		
PHONE: 907-352-5401 EMAIL: WPDadmin@cityofwasilla.gov	PHONE: 907-269-5083 EMAIL: becca.wilson@alaska.gov		
AWARD INFORMATION			
PROJECT NAME: Multi-jurisdictional Task Force PROGRAM NAME: Edward Byrne Memorial Justice Assistance Grant (JAG) 2018-DJ-BX-0235 FEDERAL AWARD: 2019-DJ-BX-0042 AWARD AMOUNT: \$37,026.00 PROJECT START: April 15, 2022	GRANTEE UEI: L18EVM7GRSH3 GRANTEE TAX ID: 92-6010143 CFDA: 16.738 GRANT NUMBER: 22-1819JAG-01 MATCH REQUIRED: None RISK ASSESSMENT: High PROJECT END: September 30, 2022		
APPROVED BUDGET			
Purpose Area: Law Enforcement			
COST CATEGORY	FEDERAL SHARE	MATCH SHARE	PROJECT TOTAL
Personnel/Salary	35,148.00	-	35,148.00
Fringe Benefits	1,878.00	-	1,878.00
TOTAL \$	37,026.00 \$	-	\$ 37,026.00
AWARD AGREEMENT			
<p>The Alaska Department of Public Safety, hereinafter called the "Department," and the <u>City of Wasilla</u>, hereinafter called the "Grantee," agree as set forth herein.</p> <p>I. The work to be performed under this agreement shall <u>begin on April 15, 2022 and completed no later than September 30, 2022.</u></p> <p>II. This Grant Award consists of this 1) Signature Page; and attached, 2) Grant Agreement; 3) Project Narrative; 4) Budget Detail; Department of Justice 5) Standard Assurances and 6) Certifications.</p> <p>III. By signing this award, the grantee accepts all terms and conditions of the grant agreement in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Grant Program.</p>			
GRANTEE AUTHORIZATION		DEPARTMENT AUTHORIZATION	
NAME/TITLE: Glenda Ledford, Mayor, City of Wasilla		NAME/TITLE: April Andrews, Acting Executive Director, DAS	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

GRANT AGREEMENT

ARTICLE I - GOVERNING LAW

Statutory Authority: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Public Law No. 90-351 (34 U.S.C.10101-10726), including subpart 1 of part E (34 U.S.C. 10151-10158 and 28 U.S.C. 530C(a)).

ARTICLE II - SCOPE OF WORK

- A. The Grantee agrees that it will implement in all respects the Project Description submitted with the application and is considered a part of this Grant Agreement.
- B. The Grantee agrees to make no change in the project described in the attachment and final approved application without first submitting a written request to the Department and obtaining the Department's written approval of the requested change.
- C. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE III – PROJECT PERIOD

- A. The term of this Grant Agreement shall be for the period of time described on the Grant Award page of this agreement and SHALL NOT BECOME EFFECTIVE UNTIL THE AGREEMENT IS FULLY SIGNED BY AN AUTHORIZED SIGNER AND RECEIVED BY THE DEPARTMENT.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in the Grant Award, the Grantee shall so notify the Department in writing at least thirty (30) days prior to the termination date of this Grant Agreement. Such notice shall contain a description of the unusual circumstances causing the project to be incomplete.

ARTICLE IV - REPORTS

A. Reports

In order that the Department may adequately determine the progress of the Grant Project, the Grantee shall make Progress Reports to the Department per the schedule herein. The said Reports shall be on the form provided by the Department and contain the following:

1. **Program Report:** A description of the work accomplished to date, the methods and procedures used, and the impact of the project. *Semi-annual* progress reports shall be submitted to the Department no later than fifteen days following the end of each report period.
2. **Reimbursement Requests:** The Grantee shall submit a request for reimbursement to the Department at a minimum quarterly. The Grantee will provide the Department approved documentation supporting the expenses with the request for reimbursement. This may be from the Grantee's accounting system.

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3. **Other information** specified by the Department or as may be of assistance to the Department in its evaluation, such as Project Equipment Reports.

B. Other Reports

1. The Grantee shall report any changes to key personnel to the Department within 30 days of the change.

ARTICLE V - FINANCIAL CONSIDERATION

- A. The Grantee must establish and maintain separate accounting for the use of grant funds. The use of funds in any manner contrary to allowable grant activities shall result in the subsequent termination of the grant and any balance of funds. It shall also result in the Grantee being required to return to the State any funds determined not allowed.
- B. The Grantee shall submit a request for reimbursement no later than 15 calendar days after the end of a calendar month. A Final Request for Reimbursement must be submitted no later than 30 calendar days following the end of the grant period.

Reimbursement Requests must be:

1. For expenses incurred within the period covered by the grant agreement;
2. For expenses incurred and paid by the Grantee within the request period specified on the Grant Award;
3. Submitted in a format provided or approved by the Department, and must be provided by a responsible signatory of the Grantee;
4. Based upon the Grantee's accounting system, a financial report generated from the accounting system must be attached to the request for reimbursement.
5. Supported by appropriate source documentation including, but not limited to: vendor billings, time sheets, travel authorizations, cancelled checks, tickets, payroll records, or other applicable information necessary to substantiate expenditures. Department staff may request copies of source documentation prior to or after payment for any Reimbursement Requests.
6. The Grantee must use direct charging on timesheets for all time spent on grant related activity or must use a methodology for the allocation of personal services costs approved by the Department. The Grantee must use a cost allocation methodology approved by the Department for any other shared costs charged to the grant and must provide the Department with appropriate documentation supporting the methodology used. The Grantee shall contact the Department for additional guidance or technical assistance.
7. No advance payments are authorized under this Agreement, unless approved by the Department.

ARTICLE VI - BUDGET

- A. The Department is not liable for Grantee incurred costs or services that exceed the grant agreement budget. The Department will not honor requests for excessive payments. It is the responsibility of the Grantee to secure a properly executed grant budget revision to this grant agreement when the circumstances require changes to the budget. The Grantee will in no case exceed in expenditure or in commitment the total dollar amount agreed upon in the grant agreement. The Grantee is responsible for any and all over-expenditures and for any disallowed costs that it may incur.
- B. Any change to the terms and conditions of this grant agreement must be made through a written amendment. Amendments do not take effect until signed by the Department.

ARTICLE VII - FINANCIAL MANAGEMENT SYSTEM

- A. The Grantee and any sub-recipient shall adhere to generally accepted accounting principles. The Grantee's financial management system shall: Provide Accurate, current, and complete accounting of financial activities under this grant;
- B. Adequately identify the source and application of funds for cost reimbursable activities;
- C. Provide effective control over and accountability for all grant funds and real and personal property acquired with grant funds;
- D. Maintain separate financial records for the accounting of funds related to this grant agreement;
- E. Maintain systematic methods to for timely and appropriate resolution of audit findings or recommendations;
- F. Retain source documentation that adequately identifies the nature and use of grant funds; Allow for comparison of actual and budgeted amounts; and,
- G. The Grantee shall comply with all Federal, State, and local laws regarding the collection, deposit, payment and reporting of taxes, including obtaining an employer identification number and providing W-2 forms to employees.

ARTICLE VIII - AUDIT REQUIREMENTS

- A. An Audit of the Grantee operations may be required by the President's Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, or the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090*.
- B. A Single Audit is required when an organization is in receipt of State financial assistance that expends a cumulative total equal to or greater than \$500,000 during the entity's fiscal year under the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090*.

ARTICLE IX - TERMINATION AND MODIFICATION

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- A. The Department, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Department the provisions of this Agreement have been violated or the activities described in the Project Description have not progressed satisfactorily. In this regard, the Department may demand refund of all or part of the funds disbursed to the Grantee.
 - B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual agreement between the Grantee and the Department.

ARTICLE X - CONDITIONS OF AWARD AND ACCEPTANCE

- A. Acceptance within 45 days. Within 45 days from the issuance date of these documents to the Grantee, if the Grantee does not confirm acceptance that it will utilize the grant by signing and returning the award agreement to the Department, obligation to set aside these federal funds for use by the Grantee shall be terminated without further cause.
- B. Commencement within 60 days. If a project is not operational within 60 days of the original starting date of the grant period, the Grantee must report, by letter, to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date.
- C. Operational within 90 days. If a project is not operational within 90 days of the original starting date of the grant period, the Grantee must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department may cancel the project and request Grantor Agency approval to distribute the funds to other project areas.

ARTICLE XI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with State and Federal regulations, policies, guidelines, and requirements with respect to the acceptance and use of funds for this program. Also, the Grantee hereby assures and certifies with respect to this Grant that:

- A. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (OJP) Financial Guide, available online at <http://www.ojp.usdoj.gov/FinGuide/>.
- B. Funds made available under this Grant will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the same purpose.
- C. The Grantee will submit all project-related contracts, subcontracts, agreements, and subsequent amendments to the Department for review and approval prior to execution.
- D. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted

under the grant, and the Grantee shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- E. The Grantee certifies that the programs contained in its application and Project Description meet all the requirements of the 1988 Anti-Drug Abuse Act, that all information is correct, that the applicant will comply with all provisions of the Act and all other applicable Federal and State laws, regulations, and guidelines.
- F. The Grantee will complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (1-9).
- G. The Grantee will, if required, formulate an Equal Employment Opportunity Plan (EEO) in accordance with 28 CFR 42.301, et. seq., and submit their EEO or EEO Short Form directly to the Office for Civil Rights within 60 days of the date of this agreement. If the Grantee is claiming a full or partial exemption from the EEO requirement, the Grantee must submit an EEO Certification Form to the Office for Civil Rights.
- H. The Grantee agrees to the following: to forward to the Alaska Department of Public Safety for submission to the Department for Civil Rights, Office of Justice Programs, U.S. Department of Justice any finding of discrimination against the Grantee by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex and to provide meaningful access to their programs and activities to individuals who are Limited English Proficient.
- I. The Grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)(1)); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Department of Justice regulations on the Equal Treatment for Faith-Based Organizations (28 CFR part 38).
- J. The Grantee assures that in accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in Article XI – O. above.

ARTICLE XII - PROPERTY AND EQUIPMENT

A. Management

The Grantee's procedures for managing equipment (including replacement), whether acquired in whole or in part with funds made available through this Grant, will, at a minimum, meet the following requirements:

1. Property records must be maintained which include:

- i. Description of the property;

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- ii. Serial number or other identification number;
 - iii. Source of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;
 - ix. Use and condition of the property; and
 - x. Disposition data, including the date of disposal and sale price.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must exist to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and the Department, as appropriate.
 4. Adequate maintenance procedures must exist to keep the property in good condition.
 5. If authorized or required by the Department to sell the property, proper sales procedures must be established to ensure the highest possible return.

B. Disposition

The Grantee shall dispose of equipment when original or replacement acquired with grant funds is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency. Disposition of equipment will be made as follows:

1. Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Department.
2. Items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Seller is also eligible for sale costs.
3. In cases where the Grantee fails to take appropriate disposition actions, the Department may direct the Grantee to take other disposition actions.

ARTICLE XIII - PROJECT RECORD MAINTENANCE, RETENTION, AND ACCESS

- A. The Grantee shall maintain Grant records that disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Department shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the project.
- B. The following shall have access to any books, documents, ledgers, papers and records of the Grantee determined to be pertinent to the purpose of making audit, examination, excerpts, and transcripts:

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1. The U. S. Department of Justice;
 2. The Comptroller General of the United States;
 3. The Department, its agents, or assigns or successors in function; and
 4. Duly authorized representatives of any of the above.

ARTICLE XIV - MONITORING AND EVALUATION

Monitoring shall be accomplished by the Department at times deemed reasonable and proper by the Department. The Department shall make every effort not to disturb or disrupt any program or activity beyond that necessary to secure relevant data and make a reasonable assessment of the Grantee's performance.

- A. Monitoring by the Department may be performed on a continuing basis throughout the grant period and may involve telephone contact, written communication, analysis of submitted reports, and on-site visits.
- B. It shall be the purpose of monitoring by the Department to reinforce, improve, and augment the Grantee's capacity to administer this grant by identifying potential problem areas and recommending corrective action to prevent deficiencies.
- C. The Department shall provide a Monitoring Report in writing to the Grantee which outlines review findings, specifies recommendations which reflect corrective action required, if any, and a due date for the corrective action to be in place.
- D. When the Department has confirmed that the appropriate corrective action has been taken, a letter shall be sent to the Grantee stating that the finding(s) has been closed.

ARTICLE XV - PUBLICATION OF PROJECT ACTIVITIES AND RESULTS

When publicizing project activities and results, the Grantee shall include the following statements:

- A. "The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Public Safety or the Department of Justice."
- B. "This project was supported by a grant awarded by the Alaska Department of Public Safety, through funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics"

ARTICLE XVI - WRITTEN DESCRIPTIONS OF PROGRAMS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal funds, the Grantee shall clearly state the following:

- A. The percentage of the total cost of the program or project which is or will be financed with Federal money; and

B. The dollar amount of Federal funds for the project or program.

However, if disclosing this information would in any way imperil the project, the Grantee is exempt from this requirement.

ARTICLE XVII - SPECIAL TERMS, CONDITIONS, AND WAIVERS

A. Any funds not properly obligated by the end of the Grant Award will lapse and revert to the Department. The obligation deadline is the last day of the Grant Award period as specified in Section II of the Grant Award page of this agreement.

B. If the Grantee is a Native Village, Native tribe or another Native tribal entity, the Grantee hereby irrevocably waives any sovereign immunity that it may possess, and consents to suit against itself and its officers, employees and agents, in the courts of the State of Alaska or any other state or federal court of competent jurisdiction, as to all claims or causes of action by the State of Alaska, or the United States or any other person arising out of or in connection with this grant award.