

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN on behalf of the LINCOLN POLICE DEPARTMENT**, a municipal corporation, hereinafter referred to as "Sponsor", and **COUNTY OF LANCASTER, NEBRASKA on behalf of the Lancaster Sheriff Office (LSO)**, a political subdivision of the State of Nebraska, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, the Sponsor has established a Lincoln/Lancaster County Investigative Narcotics Cooperative Task Force for the purpose of addressing the proliferation of illegal drugs and related violent crimes.

WHEREAS, the Sponsor desires to expend Federal grant funds from the U.S. Department of Justice (CFDA 16.738) passed through the Nebraska Crime Commission on Law Enforcement and Criminal Justice (Grant 17-DA-307) for this purpose;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

- 1. Purpose:** The purpose of this Grant Contract is to provide funding for the one (1) law enforcement officer employed by the Grantee to be assigned as a member of the Task Force as described in Attachment "A", attached hereto and hereby incorporated by this reference.
- 2. Scope of Services:** The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.
- 3. Project:** Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.
- 4. Grant:** In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from October 1, 2017, to September 30, 2018, the Sponsor shall make a Grant in the amount of \$68,100 (Sixty-eight thousand one hundred dollars). In addition, the Grantee shall contribute \$15,000 in non-federal matching funds to the project.
- 5. Project Budget:** The Grantee will use the budget set forth in Attachment "C" attached hereto and incorporated by this reference.
- 6. Account Procedures and Records:**
 - (a)** Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and Sponsor shall not be liable for any such unauthorized costs, directly or indirectly.

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

7. Payment of Grant: Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a quarterly claim with supporting documentation to the Sponsor for reimbursement of expenses. Payment of each claim will be made by the Sponsor only after Project Monitor assures the Sponsor that services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract and completed in a timely manner.

8. Audit and Inspection: Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein. Grantee shall submit two copies of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit. If funds are from a Federal Grant, the Sponsor will inform the Grantee of the Catalog of Federal Domestic Assistance title and number, award name and number, award year and name of federal agency. Sponsor will provide this information to the best of its ability if information is not available. Grantee is aware of the requirements imposed on them by Federal laws, regulations. Grantee will meet the audit requirements of Circular No. A-133 if it expends \$500,000 or more in Federal awards during Grantee's fiscal year.

9. Project Monitor: The project shall be monitored by the Sponsor through the Captain of the Lincoln/Lancaster County Investigative Narcotics Cooperative Task Force. The Sponsor and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. In the event of noncompliance with this grant contract by Grantee, the Project Monitor shall report said noncompliance to the Chief of Police for further action which may include termination of the grant contract.

10. Not Discriminate: In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

11. Sponsor Not Obligated to Third Parties: Sponsor shall not be obligated or liable hereunder to any party other than the Grantee. It is the express understanding of the parties that this grant contract is solely funded by federal grant funds. The grantee agrees to hold the Sponsor harmless for any and all damages and costs that are not eligible for reimbursement by federal funds.

12. Prohibited Interests: Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project provided herein, or any property included or planned to be included in the project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

13. Nonperformance: In the event the Grantee fails to perform the duties outlined in Attachment "B" or fails to meet any of the requirements outlined in this contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to perform, and Grantee shall immediately surrender to Sponsor or its designated representative any balance remaining in the Project Account. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of funds from Project Account.

14. Severability: If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

15. Lack of Funding: The parties recognize that the compensation provided for in this grant contract is based upon grant funds from the U.S. Department of Justice - passed through the Nebraska Commission on Law Enforcement and Criminal Justice and the U.S. Department of Justice. The parties further recognize that the Sponsor may terminate the grant contract immediately if grant funds are no longer available. The Grantee understands and agrees that the Sponsor shall not provide for funding under this grant contract from the Sponsor's General Fund. The Grantee shall be compensated for services authorized prior to notification that the grant contract has been terminated. The Grantee further understands and agrees that the services not covered by the current contract are not authorized.

16. Term: The term of this Grant Contract shall be for a period of twelve (12) months. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor.

17. Independent Contractor: It is the express intent of the parties that this Grant contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant contract, shall be deemed to be independent contractor(s) during the entire term of this Grant contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant contract. It is the express intent of the parties that this grant contract shall not create an agency relationship between the parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

18. Hold Harmless: The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Grant contract that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

19. Insurance Requirements: The Grantee shall carry insurance in the following kinds and minimum limits:

(a) Workers' Compensation Insurance: Grantee shall purchase and maintain during the term of this Grant contract, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

(b) General Liability Insurance: Grantee shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage to provide the minimum acceptable limits of liability as follows:

Bodily Injury/Property Damage \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Personal Injury Damage \$1,000,000 Each Occurrence

(c) Automotive Liability:

Bodily Injury & Property Damage \$1,000,000 Combined Single Limit

The Grantee shall not commence work under this Grant contract until it has obtained all insurance required under this section and has provided the Sponsor with a Certificate of Insurance showing the specific limits of insurance required by this section.

20. Employee Verification: In accordance with Neb. Rev. Stat. §4-108 through §4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Grantee shall require any subcontractor to comply with the provisions of this section.

EXECUTED by Grantee this _____ day of _____, 2019.

LANCASTER COUNTY BOARD of
COUNTY COMMISSIONERS

APPROVED AS TO FORM THIS
_____ day of _____, 2019:

BY: _____
Pat Condon
Lancaster County Attorney

BY: _____

Title: _____

EXECUTED by Sponsor this _____ day of _____, 2019.

CITY OF LINCOLN POLICE DEPARTMENT

APPROVED AS TO FORM THIS
_____ day of _____, 2019.

BY: _____

for Tonya Peters
City Attorney

BY: _____

Chris Beutler, Mayor
City of Lincoln

ATTACHMENT A

PURPOSE:

City of Lincoln, Lincoln Police Department (LPD), Grantee
The Lincoln/Lancaster County Investigative Narcotics Cooperative (LINC)

The purpose of this Grant Contract is to provide funding to the Grantee for their role with the Lincoln/Lancaster County Investigative Narcotics Cooperative. This Task Force addresses "Hot Spot" policing coupled with Problem Oriented Policing (POP), which has been a style of policing for over 15 years used at the Lincoln Police Department, into their mission to combat the proliferation of illegal drugs and related violent crime.

The Grantee's role will be to use mapping technology, intelligence information and the Lincoln Police Departments records management system to identify several hot spots of drug activity in an attempt to better focus the LINC Investigators as to where current narcotics activity is trending in Lincoln.

The Grant requires the Grantee(s) to assign an Investigator who will be responsible for the identification, investigation and apprehension of persons using, selling or distributing illegal drugs. In addition, the investigator collects and distributes narcotics intelligence information.

SCOPE OF SERVICES:

City of Lincoln, (Lincoln Police Department (LPD), Grantee
The Lincoln/Lancaster County Investigative Narcotics Cooperative (LINC)

The Grantee agrees to provide the following services under this contract:

- Assign a Lancaster County Sheriff Deputy as a Narcotics Investigator
- The Investigators will participate and assist with narcotics investigations
- The grant funds will be used for the salary and related payroll tax and benefits for the officer.
- The Investigators will devote 100% of their time to investigating narcotics related information obtained from information received by various means of technology made available to them. (i.e. mapping technology, intelligence information and the use of the Lincoln Police Departments records management system).
- Primary duties will be to identify, investigate and the apprehension of persons, using, selling or distributing illegal drugs.
- The Investigators will also collect and distribute narcotics intelligence information.
- The officer will be part of the Lincoln/Lancaster County Investigative Narcotics Cooperative Task Force (LINC).

Measurable Performance Indicators:

- Number of narcotics unit cases investigated
- Number of informants developed
- Number of Problem Oriented Policing (POP) projects

Match Requirement:

- The Grantee shall contribute and document \$15,000 in matching funds to the program, which may include cash or in-kind services.
- The matching funds will come from tax dollars.

Budget:

- Grantee will follow the budget outlined Attachment "C"

ATTACHMENT C

BUDGET	Grant \$ Salary	Match Benefits	TOTAL
Salary – Narcotics Officer From Grant 17-DA-307	\$68,100	\$15,000	\$83,100
TOTAL	\$68,100	\$15,000	\$83,100