CA09-154C

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee: _____

For Commission Action on: _____

DESCRIPTION OF ITEM:

RESOLUTION REQUESTING APPROVAL OF A BUDGET AMENDMENT IN THE FY09 SHELBY COUNTY OPERATING BUDGET IN THE AMOUNT OF $78,500 FOR THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE FOR THE SHELBY COUNTY ANTI-GANG INITIATIVE. THIS ITEM REQUIRES EXPENDITURE OF FEDERAL GRANT FUNDS IN THE AMOUNT OF $78,500.

SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $___78,500____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Shelby County District Attorney General's Office_____

APPROVAL:

Dept. Head: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: _____Priscilla C. Campbell__545-5955__ \ PC \ __07/01/08____
(Type your name & phone #.) (Initials) (Date)

Division Director: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Finance Dept. 7.9.08 Mike Swift 545-4269 \ MAS \ 7/9/08
(Type your name & phone #.) (Initials) (Date)

County Attorney: Mary L. Bright x4903 \ mlb \ 7/8/08
(Type your name & phone #.) (Initials) (Date)

CAO/Mayor: **James F. Huntzicker 545-4514** \ JFH \ 7/10/08
(Type your name & phone #.) (Initials) (Date)

SUMMARY SHEET

I. Description of Item:

Requesting approval of a budget amendment in an amount of $78,500 for the Shelby County District Attorney General's Office for the Shelby County Anti-Gang Initiative. We are requesting to amend the FY09 Shelby County Operating Budget.

II. Source and Amount of Funding:

The Department of Justice in the amount of $78,500.

III. Additional Information Relevant to Approval of This Item:

Contract between the Shelby County District Attorney General's Office and the City of Memphis is attached.

Contract and Encumbrance Information Sheet is attached.

Item No._____ Prepared by Dana Dockery

Commissioner _____ Approved _____

RESOLUTION REQUESTING APPROVAL OF A BUDGET AMENDMENT IN THE FY09 SHELBY COUNTY OPERATING BUDGET IN THE AMOUNT OF $78,500 FOR THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE FOR THE SHELBY COUNTY ANTI-GANG INITIATIVE. THIS ITEM REQUIRES EXPENDITURE OF FEDERAL GRANT FUNDS IN THE AMOUNT OF $78,500. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, the Shelby County District Attorney General's Office has been awarded $213,382 for the Shelby County Anti-Gang Initiative by the Department of Justice for October 1, 2006 through September 30, 2008; and

WHEREAS, the City of Memphis Police Department on behalf of the Project Safe Neighborhood Unit, hereinafter called the PSN Unit, is a sub-recipient and has been awarded $78,500 from the Grantor for overtime and equipment; and

WHEREAS, this activity has been determined to meet the criteria set forth under the Shelby County Anti-Gang Initiative; and

WHEREAS, the contract is based upon a two year agreement at a cost of $78,500.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the expenditure of funds for Outside Contracts in the amount of $78,500 to the City of Memphis, for the Shelby County District Attorney General's Office is hereby approved.

BE IT FURTHER RESOLVED, that the FY09 Shelby County operating budget is hereby amended and funds appropriated as per Exhibit A.

BE IT FURTHER RESOLVED, that the Purchasing Department is authorized to issue a purchase order to the City of Memphis in the amount of $78,500 for the purpose of Outside Contracts for the Shelby County Anti-Gang Initiative for the Shelby County District Attorney General's Office.

BE IT FURTHER RESOLVED, that the County Mayor and the Director of Finance and Administration are hereby authorized to issue their warrant or warrants in an amount not exceed $78,500 to the City of Memphis and to take proper credit in their accounting thereof.

_____
A C Wharton, Jr., County Mayor

Date:_____

Attest:

_____
Clerk of County Commission

Adopted: _____

EXHIBIT A

SHELBY COUNTY GOVERNMENT
BUDGET AMENDMENT
FY2009

Acct No		Current Budget	Adjustment	Budget as Amended
208-709001 District Attorney General				
	FY06 Project Safe Neighborhoods Program			
4401	Federal Grants	$0.00	($78,500.00)	($78,500.00)
6637	Outside Contracts	$0.00	$78,500.00	$78,500.00
	Net Operations	$0.00	$0.00	$0.00

CONTRACT AND ENCUMBRANCE INFORMATION SHEET

AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: District Attorney General's Office

2. Preparer's Name, Telephone #, and E-Mail Address:
Mary Cook, 545-5953 Mary.Cook@scdag.com

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Equipment for training, travel and overtime of MPD's PSN Unit.

4. NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
Memphis Police Department
201 Poplar Avenue, Suite 1008
Memphis, TN 38103
VENDOR NO./FED. ID NO. 17830

5. COST OF ITEM OR SERVICE REQUESTED: $78,500.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: October 1, 2006 - September 30, 2008

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
208-709001-6637

8. COMMODITY CODE: Enc 00

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS

a. ____ Bid/RFP Process - # & Date Grant
b. X Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description

____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
____ MALE ____ FEMALE
____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
____ LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED $3 MILLION
X N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD DATE

R Campbell

DIVISION DIRECTOR DATE

F:\Prch\Business Files\DEBRA'S DOCS\ENCUMBERANCE SHEET.DOC

OFFICE OF THE DISTRICT ATTORNEY GENERAL

30th JUDICIAL DISTRICT ~ SHELBY COUNTY, TENNESSEE
201 Poplar Avenue, Third Floor, Memphis, TN 38103-1947
Tel. 901-545-5900 ~ Fax 901-545-3937
www.scdag.com

WILLIAM L. GIBBONS
District Attorney General

February 26, 2007

Julie Speck
Memphis Police Department
Grants Office
201 Poplar – Suite 12-06
Memphis, TN 38103

Re: Letter of Agreement - PSN grant $78,500

Dear Julie:

Enclosed is a fully executed copy of the above referenced agreement. This is your notice to proceed with the described services in the agreement.

If you have any questions, please call me at 545-5955 or on my mobile, 508-3386.

Sincerely,

Priscilla C. Campbell
Chief Administrative Officer

Enclosure

SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 550
MEMPHIS, TN 38103
(901) 545-4361 (901) 545-3999 FAX

DEPARTMENTAL COMMUNICATION

TO: Dana Dockery
District Attorney General

FROM: Bernita Poole
Contracts Administration

DATE: February 20, 2007

SUBJECT: Contract- City of Memphis; Letter of Agreement
Contract Number: CA074540

Enclosed please find ***fully executed*** copies of the above referenced contract. Please retain a copy for your files and forward a copy to the City of Memphis with a ***"Notice to Proceed"*** for the described services of the contract.

Generally, contracts contain many terms and conditions and, in a number of instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please insure that the appropriate individual within your department, who is responsible for monitoring and compliance of this agreement, is fully aware of its entire terms and conditions and of any requirements contained therein. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received be spent under separate contract in a specific manner. Coordination of both contracts is mandatory. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above referenced contract number is shown on all invoices and correspondence pertaining to this contract.

Enclosures

Item No.: 18 Prepared by: Dana Dockery

Commissioner: CHISM Approved by: Kathy Johnson

RESOLUTION REQUESTING APPROVAL OF A CONTRACT WITH THE CITY OF MEMPHIS IN AN AMOUNT OF $78,500.00 FOR OUTSIDE CONTRACTS FOR THE DISTRICT ATTORNEY GENERAL'S OFFICE FOR THE SHELBY COUNTY ANTI-GANG INITIATIVE

WHEREAS, The Office of the District Attorney General has been awarded $213,382.00 for the Shelby County Anti-Gang Initiative by the Department of Justice for October 1, 2006 through September 30, 2008; and

WHEREAS, The City of Memphis Police Department on behalf of the Project Safe Neighborhood Unit, hereinafter called the PSN Unit, is a sub-recipient and has been awarded $78,500.00 from the Grantor for overtime and equipment; and

WHEREAS, This activity has been determined to meet the criteria set forth under the Shelby County Anti-Gang Initiative; and

WHEREAS, The contract is based upon a two year agreement at a cost of $78,500.00; and

WHEREAS, Funds are available in the FY 2006/2007 Operating Budget Account No. 208-709001-6637, Outside Contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the expenditure of funds for Outside Contracts in the amount of $78,500.00 to the City of Memphis, for the District Attorney General's Office is hereby approved.

BE IT FURTHER RESOLVED, That funds in the amount of $78,500.00 are hereby appropriated from FY 2006/2007 Operating Budget Account No. 208-709001-6637, Outside Contracts.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue a purchase order to the City of Memphis in the amount of $78,500.00 for the purpose of Outside Contracts for the Shelby County Anti-Gang Initiative for the District Attorney General's Office.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants in an amount not exceed $78,500.00 to the City of Memphis and to take proper credit in their accounting therefor.

BOARD OF COUNTY COMMISSIONERS SHELBY CO., TENN.

A C Wharton, Jr., County Mayor

Date: 2/9/07

ATTEST:

Clerk of County Commission

ADOPTED: February 5, 2007

22699

LETTER OF AGREEMENT
BETWEEN
SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE
AND
CITY OF MEMPHIS, TENNESSEE

THIS AGREEMENT, made and entered into by and between the City of Memphis, Tennessee, acting through the Memphis Police Department, with principal offices at 201 Poplar, 12-00, Memphis, Tennessee 38103, as party of the first part, hereinafter called "City" or "Grantee," and the Shelby County District Attorney General's Office, with principal offices located at 201 Poplar Avenue, Suite 301, Memphis, TN 38 103, as party of the second part, hereinafter called the "Grantor."

WITNESSETH:

WHEREAS, the Grantor has received $213,382.00 from the Department of Justice to be used for activities eligible under the Shelby County Anti-Gang Initiative; and

WHEREAS, the City of Memphis Police Department on behalf of the Project Safe Neighborhood Unit, hereinafter called the PSN Unit, is a sub-recipient and has been awarded $78,500.00 from the Grantor for overtime and equipment; and

WHEREAS, this activity has been determined to meet the criteria set forth under the Shelby County Anti-Gang Initiative; and

NOW THEREFORE, premises considered, the parties of this Agreement for consideration set forth below, do here and now agree and bind themselves to the following terms and conditions:

PROJECT DESCRIPTION

The PSN Unit reviews each arrest where a person is arrested with a firearm. The objective is to learn if the person has ever been convicted of a felony crime anywhere in the United States. If the arrested person is a convicted felon, a packet is prepared containing extensive background information about the person. The packet is presented to a representative of the United States Attorney's Office (USA) and to the Shelby County District Attorney's Office (SCDA). This is done at a scheduled weekly meeting. A decision is made whether or not this case will be accepted into the PSN initiative. If accepted, the case may be prosecuted directly in federal court or the SCDA can make an offer in state court that, if accepted, will result in the USA declining prosecution. If the person refuses to plead to the offer, the case is dismissed by the SCDA and the USA indicts the person. The PSN Unit currently reviews arrests in Memphis, Bartlett, Millington, Germantown, Collierville and Shelby County.

The PSN Unit also investigates cases that involve persons that buy or supply firearms to convicted felons. The unit investigates reports where charges could later be filed against a person suspected of possessing firearms as a convicted felon. They work very closely with Alcohol, Tobacco, and Firearms (ATF) and the Tennessee Bureau of Investigation (TBI). The unit attempts to identify firearm suppliers that are acting illegally. It actively works with informants

in an attempt to reach its goal of reducing illegal firearms on the streets of Shelby County, Tennessee.

TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2006, and end on September 30, 2008, unless otherwise extended in writing by both parties. Only eligible expenses incurred during this period or any extension shall be reimbursed. The last date to submit expenses for reimbursement shall be October 31, 2008, or any date otherwise agreed upon in a written extension. All costs will be paid on a reimbursement basis.

BUDGET

The Grantor shall provide up to $78,500.00 in funds to the City for eligible expenses as set forth in Attachment A. Any revision of the budget, as set forth in Attachment A, whether in the budget amount or the use of funds, is subject to prior written approval by the Grantor.

CITY REQUIREMENTS

1. The City shall submit a reimbursement request once a month for expenses incurred in each budget category as outlined per the attached Budget Summary (Attachment A). Only expenses delineated in each budget category are allowable.
2. With written prior approval by the Grantor, the City may make budgetary revisions consistent with program needs as long as total funding remains unaffected. Reimbursement is only allowed for the cost of procuring goods, materials, supplies, equipment or travel when such procurement is made on a competitive basis, where applicable, including the use of competitive bidding procedures.
3. The City agrees to be responsible for the accountability of equipment purchased with funds provided under this Agreement, in which the Grantor retains an interest, as described below:
    a. The City shall identify all equipment purchased in its reimbursement request.
    b. The City shall maintain accounting records for all equipment purchased to include the following:
        i. Equipment Description
        ii. Date of Purchase
        iii. Equipment Costs
        iv. Location
    c. The City shall take legal title to all equipment purchased, subject to the Grantors equitable interest therein, to the extent that it is prorated, based upon the Grantor's contribution to the purchase price, and to the extent that such is permitted pursuant to the Department of Justice Grant.
    d. The City shall request written approval from the Grantor for any proposed disposition of equipment.
    e. The City shall notify the Grantor, in writing, of any equipment loss describing reason(s) for the loss.
    f. Upon termination of funding where a further contractual relationship is not entered into, all equipment shall be disposed of in one of the following ways:

i. Equipment may be returned to the Grantor or transferred to any party designated by the Grantor by refunding to the City the prorated amount of the residual value based price, or

ii. Equipment may be retained, by the City through an agreement whereby the Grantor maintains control over the jurisdiction, utilization, and final dispositions of equipment; or

iii. In such other manner as parties may agree to from among alternatives approved by the Grantor.

g. Should the equipment be destroyed, lost or stolen, the City shall be responsible to the Grantor for the prorated amount of the residual value at the time of loss based upon the Grantor's original contribution to the purchase price. If there is any stolen equipment, a copy of a police report must be submitted to the Shelby County District Attorney General's Office at 201 Poplar Avenue, Suite 301 Memphis, Tennessee 38103.

h. The Grantor shall reimburse the City on a monthly basis in the amounts stipulated in the attached Budget Summary (Attachment A). The Grantor shall not be liable for any expenses incurred by the City in excess of those stipulated in each budget category contained in the proposal. Compensation to the City for travel, meals, and/or lodging within the scope of service for this Agreement shall be in the amount of actual costs to the City, subject to the maximum amounts and all limitations specified in the City's Travel Regulation, as this may from time to time be amended.

STANDARD TERMS AND CONDITIONS

1. The City shall maintain confidential client records documenting services provided and progress made of all clients in the program. All information obtained on clients in the program shall be confidential and shall be shared professionally only with the authorization of the client's representative. The City shall provide complete access to said records to the Grantor's' personnel who are authorized by the Grantor to receive confidential information.

2. The City agrees to submit documentation, budget revisions and other information which shows that funds are being utilized solely for the purpose of maintaining the operations of the Project Safe Neighborhood Unit as outlined by the Memphis Police Department.

3. The City shall not assign this Agreement or enter into a sub-grant or sub-contractual agreement for any of the services performed under this Agreement without obtaining the prior written approval by the Grantor.

4. The City covenants that it has no public or private interest and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The City warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the Memphis Police Department as wages, compensation or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to the City in connection to any work contemplated or performed relative to this Agreement.

5. The City warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the City to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the City, any fee, commission, percentage, brokerage fee, gift or other