SUBGRANT AGREEMENT
BETWEEN
SHELBY COUNTY GOVERNMENT
AND
CITY OF MEMPHIS

THIS AGREEMENT, is entered into by and between Shelby County Government, hereinafter referred to as "SHELBY" and The City of Memphis, hereinafter referred to as "MEMPHIS".

WITNESSETH:

WHEREAS, SHELBY is a recipient of a grant funds through the United States Department of Homeland Security (DHS) Metropolitan Medical Response System (MMRS) Grant Program, hereinafter referred to as "Grant," in the total amount of $258,145.00, to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State and urban area homeland security training program; and

WHEREAS, The intents of DHS and SHELBY with regard to the use of said funds are set forth in the above-referenced Grant Agreement, hereinafter referred to as the "Master Grant Agreement;" and

WHEREAS, MEMPHIS has been selected and/or approved by the Memphis/Shelby Metropolitan Medical Response System (MMRS) and the State Administrative Agency (SAA), Tennessee Emergency Management Agency (TEMA) as a sub-grantee under this Grant; and

WHEREAS, Parties have agreed to this undertaking as a means by which SHELBY'S responsibilities under the Master Grant Agreement can effectively flow-through to MEMPHIS;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed as follows:

I. SCOPE OF SERVICES

MEMPHIS shall utilize funding for allowable planning, training exercise and equipment costs, as further outlined in Exhibit "A" which is attached hereto and fully incorporated herein by reference, as if stated verbatim.

II. TERM AND COMPENSATION

1. The term of this Subgrant Agreement shall be from the date of execution to April 30, 2010. The parties shall have the option to extend this Subgrant Agreement upon mutual written consent of the parties for an additional one-year term.

2. SHELBY shall reimburse MEMPHIS on a monthly basis following receipt of MEMPHIS'S invoices for allowable costs incurred, subject to the limits of the Budget set forth in the attached Exhibit "B" which is attached hereto and fully incorporated herein by reference as if stated verbatim.

3. SHELBY shall not be liable for any expenses incurred by MEMPHIS in excess of those stipulated in each budget category contained in Exhibit "B", except as said Proposal and Budget may be revised as provided otherwise within this Subgrant Agreement.

4. In no event shall SHELBY'S liability under this Subgrant Agreement exceed TWO HUNDRED AND FIFTY EIGHT THOUSAND ONE HUNDRED AND FORTY FIVE AND 00/100 DOLLARS ($258,145.00).

5. Compensation to MEMPHIS for travel, meals, and/or lodging within the Scope of Services of this Subgrant Agreement shall be in the amount of actual costs to MEMPHIS, subject to the maximum amounts and all limitations specified in Memphis's travel policy, as said policy may from time to time be amended. Once you receive your letter of award from the UASI administration, MEMPHIS personnel should follow the purchasing, travel and relevant policies as adopted by MEMPHIS.

III. GENERAL CONDITIONS

1. MEMPHIS shall provide complete access to said records to SHELBY personnel who are authorized by SHELBY.

2. MEMPHIS agrees to submit documentation, budget revisions and other information, including quarterly status/progress reports and inventory reports, as SHELBY or DHS may require, which show that funds are being utilized solely for the purposes outlined by MEMPHIS application for funding attached hereto as Exhibit B.

3. MEMPHIS shall not assign this Subgrant Agreement or enter into a subsequent sub-grant or sub-contract for any of the services performed under this Sub-grant Agreement without obtaining the prior written approval of SHELBY.

4. This Subgrant Agreement is subject to annual appropriations of funds by SHELBY. In the event funds are not appropriated by SHELBY for any fiscal period, this Subgrant Agreement will be terminated. In the event of such termination, MEMPHIS shall be entitled to receive just compensation for any satisfactory work performed as of the termination date, subject to the Master Grant requirements for reimbursement.

5. MEMPHIS 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. MEMPHIS warrants that no part of the total Sub-grant amount provided herein shall be paid directly or indirectly to any officer or employee of Shelby County Government, the State of Tennessee or the Bureau of Justice as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to MEMPHIS in connection to any work contemplated or performed relative to this Subgrant Agreement.

6. MEMPHIS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for MEMPHIS, to solicit or secure this Subgrant Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for MEMPHIS, any fee, commission, percentage, brokerage fee, gift or other consideration. For breach or violation of this warranty, SHELBY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

7. With reasonable notice and during all phases of the work and services to be provided hereunder, MEMPHIS agrees to permit duly authorized agents and employees of SHELBY to enter MEMPHIS offices for the purpose of inspections, reviews and audits during the normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. MEMPHIS shall maintain documentation for all charges against SHELBY under this Subgrant Agreement. The books, records and documents of MEMPHIS, insofar as they relate to work performed or money received under this Subgrant Agreement, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by SHELBY, State of Tennessee, or the Bureau of Justice, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. MEMPHIS shall prepare an annual report of its activities funded under this Subgrant Agreement, including audited financial statements, and submit, within nine (9) months after the close of the reporting period, a copy of such report to SHELBY.

8. SHELBY may terminate the Subgrant Agreement upon ten (10) days written notice by SHELBY or authorized agent to MEMPHIS of MEMPHIS'S failure to provide the services specified under this Subgrant Agreement, after a notice of failure to comply has been delivered. Either party may terminate this

Subgrant Agreement by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, MEMPHIS shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date, subject to the Master Grant requirements for reimbursement.

9. MEMPHIS is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. This Subgrant Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Subgrant Agreement, MEMPHIS agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Subgrant Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Subgrant Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

10. MEMPHIS, being an independent Subgrantee and not an employee of SHELBY, agrees to provide adequate public liability insurance coverage as well as general comprehensive, auto liability, bodily injury and property damages for one million dollars ($1,000,000.00) each accident, combined single limit. MEMPHIS shall provide SHELBY a current copy of the Certificate of Insurance and shall maintain said insurance during the entire period as well as provide renewal copies on each anniversary date. Notwithstanding the above, MEMPHIS may self-insure. It is understood and agreed by the parties that neither the insurance limits required nor the ability to self-insure under this provision shall relieve MEMPHIS from any liability under this Subgrant Agreement upon adjudication.

11. MEMPHIS hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Subgrant Agreement or in the employment practices of MEMPHIS on the grounds of handicap and/or disability, age, race, color, religion, sex or national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. MEMPHIS shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

12. If federal funds are provided Under this Subgrant Agreement to procure goods, materials, or services, MEMPHIS shall comply with all federal regulations in the performance of its duties under this Subgrant Agreement, including the federal procuring requirements set forth in Title 41 of the Code of Federal Regulations, Subpart 1-15.2 through Subpart 15.8 relative to public contracts and property management.

13. MEMPHIS certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of MEMPHIS, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

14. The terms and conditions of the Proposal and Budget (Exhibit B) accompanying the agreement shall be hereby incorporated by reference into this Subgrant Agreement and shall by reference govern the further duties, obligations, and agreements of the parties.

15. This Subgrant Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Subgrant Agreement supersedes any prior written or oral agreements between the parties.

16. This Subgrant Agreement maybe modified or amended, only if amendment is made in writing and signed by both parties.

17. If any provision of this Subgrant Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this Subgrant Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Subgrant Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Subgrant Agreement a provision as similar in

terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid and enforceable.

18. It is understood and agreed between the parties that should any of the terms or conditions of this Subgrant Agreement or its amendments conflict with terms and conditions of the Master Grant Agreement or its amendments the terms and conditions of the Master Grant Agreement and its amendments shall control. MEMPHIS is required to ensure that grant monies are used to support all Emergency Service (Fire Service, Law Enforcement, Emergency Management, Emergency Medical, etc.) and related agencies and departments. These agencies are encouraged to work together with MEMPHIS in determining and prioritizing their needs and requirements prior to submitting their spending plan.

19. Nothing in this agreement is intended to conflict with current laws or regulations of Tennessee or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

20. Subgrantee is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing this grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

21. The terms and conditions of the Master Grant shall be fully incorporated herein by reference as if stated verbatim, and shall further govern the duties and obligations of the parties to this Subgrant Agreement.

22. This Subgrant Agreement is subject to the availability of grant funds pursuant to the Master Grant and in no case shall County's obligation pursuant to this Subgrant Agreement exceed the funds available to SHELBY for this Subgrant Agreement pursuant to said Master Grant.

WITNESS WHEREOF, The parties hereto have executed their duly authorized signatures this _____ day of _____ 2008.

MAYOR/EXECUTIVE CITY OF _____

By: _____ _____
Date

Title: _____

Senior Law Enforcement Official

By: _____ _____
Date

Senior Fire Official

By: _____ _____
Date

SHELBY COUNTY GOVERNMENT

By: _____ _____
A C Wharton, Jr., Mayor Date

APPROVED AS TO FORM AND LEGALITY:

By: _____ _____
Assistant Contract Administrator/ Date
Assistant County Attorney

POINT OF CONTACT (POC)
METROPOLITIAN MEDICAL RESPONSE SYSTEM(MMRS)

The following person is designated to represent your organization as the POC and is hereby duly authorized to fulfill the terms of the Cooperative Agreement during the performance period of the grant on behalf of the *Subgrantee.*

Name: _____ Title: _____
(POC)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: ( ) _____ Fax Number: ( ) _____

Cellular Number: ( ) _____ Pager Number: ( ) _____

Email Address: _____

Signed: _____ Date_____

2007 UASI Allowable Training Costs

Funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State and urban area homeland security-training program. Allowable training-related costs include: 1) establishment of CBRNE and cyber security training programs within existing training academies, universities or junior colleges; and 2) **overtime and backfill costs** associated with attendance at ODP-sponsored and approved CBRNE and cyber security training courses.

The target audience for training courses funded must be emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. Awareness training for citizen preparedness is also allowable. Grantees using these funds to develop their own courses should address the critical training areas and gaps identified in the State Homeland Security Strategy and the Urban Area Homeland Security Strategy must adhere to the ODP Emergency Responder Guidelines and ODP prevention and deterrence guidelines. These guidelines and ODP Training Doctrine may be found at:
http://www.ojp.usdoj.gov/odp/whatsnew/whats_new.htm.

Grantees who wish to use grant funds to support attendance at and/or development of non-ODP sponsored training, must receive approval from ODP prior to using funds for this purpose. Please see Appendix D for the ODP Training Approval Process. Grantees and sub-grantees using funds to develop courses or to attend non-ODP courses will be required to report the number of individuals trained, by discipline and course level, in their BSIRs (see
Appendix C).

To facilitate the development of training consistent with the ODP Emergency Responder Guidelines and Prevention and Deterrence Guidelines, States are encouraged to adopt the current ODP awareness and performance level courses noted below:
· Campus Law Enforcement Awareness Training on WMD
· AWR-100 Emergency Response to Terrorism: Basic Concepts
· AWR-101 Emergency Response to Terrorism: Basic Concepts (Train-the-Trainer)
· AWR-102 Emergency Response to Terrorism: Basic Concepts (Self-Study)
· AWR 103 WMD Crime Scene Management for Emergency Responders
· AWR-110 Terrorism Awareness for Emergency Responders (Internet)
A-18
· AWR-111 Emergency Medical Services (EMS): Basic Concepts for WMD Incidents (Internet)
· AWR-112 Public Works: Basic Concepts for WMD Incidents (Internet)
· AWR-120 Law Enforcement Response to WMD – Awareness

· AWR-121 Law Enforcement Response to WMD – Awareness (Train-the-Trainer)
· AWR-130 Incident Response to Terrorist Bombings – Awareness
· AWR-140 WMD Radiological/Nuclear Awareness
· AWR-141 WMD Radiological/Nuclear Awareness (Train-the-Trainer)
· PER-200 Managing Civil Actions in Threat Incidents (MCATI): Basic Course (Train-the-Trainer)
· PER-225 Law Enforcement Response to WMD – Operations Level (Trainthe-Trainer)
· PER-251 Emergency Response to Terrorism: Operations Course (Train-the-Trainer)

Note: In order to deliver these courses, State and local instructors must have been certified to deliver the course by successfully completing ODP's Train-the-Trainer course delivery.

For a detailed description of each of these courses, please refer to the ODP WMD Training Course Catalog located at http://www.ojp.usdoj.gov/odp/. Programs of instruction for these courses will be made available upon request for incorporation in State and local training programs. States and local jurisdictions may also use funds to develop further advanced-level training for incorporation into their training delivery systems. To assist with these activities, ODP will make programs of instruction for its advanced, technical level courses available upon request. Please note, grantees developing advanced level courses will still need to submit final curricula to ODP for approval in order to support development or delivery with ODP funds. The ODP name or logo may not be used in conjunction with courses that have not been developed by ODP.

In addition, allowable training-related costs include:

1. **Overtime and backfill funding for emergency preparedness and response personnel attending ODP-sponsored and approved training classes** - Payment of overtime expenses will be for work performed by award (SAA) or sub-award (urban area) employees in excess of the established work week (usually 40 hours). Further, overtime payments are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation.
2. **Training Workshops and Conferences** - Grant funds may be used to plan and conduct training workshops or conferences to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and training plan development.
3. **Full or Part-Time Staff or Contractors/Consultants** - Full or part-time staff may be hired to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or local unit(s) of government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the