CA097105

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee: _____

For Commission Action on: _____

DESCRIPTION OF ITEM:

RESOLUTION TO AUTHORIZE APPROVAL OF A CONTRACT BETWEEN THE CITY OF MEMPHIS AND THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE. THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE IS REQUESTING TO ACCEPT AND EXPEND $107,024.00 IN THE FY2009 JUSTICE ASSISTANCE GRANT PROGRAM FROM THE CITY OF MEMPHIS, AND TO AMEND THE FY2008-09 SHELBY COUNTY OPERATING BUDGET AND THE SHELBY COUNTY POSITION CONTROL BUDGET. THIS ITEM REQUIRES EXPENDITURE OF FEDERAL THRU STATE GRANT FUNDS IN THE AMOUNT OF $107,024.00.

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: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ Federal thru State Grant Funds in the amount of $107,024.00.

Originating Department: Shelby County District Attorney General's Office_____

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:	Priscilla C. Campbell 545-5955	PCC	08/15/08
Division Director:			
CIP – A&F Director:			
Finance Dept:	Mike Swift	MAS	8/20/08
County Attorney:	Mary L. Bright	mlb	8/20/08
CAO/Mayor:	James F. Huntzicker 545-4514	JFH	8/21/08

SUMMARY

I. Description of Item:

Requesting approval of a contract between the City of Memphis and the Shelby County District Attorney General's Office. Approval of this contract will fund the eligible salary expenses for a special prosecutor assigned to the City of Memphis Organized Crime Unit during the time period of July 1, 2008 through June 30, 2009.

II. Source and Amount of Funding:

The City of Memphis in the amount of $107,024.00

a. All Costs (Direct/Indirect)
Salaries & fringe $107,024.00

b. Additional or Subsequent Obligations or Expenses of Shelby County: None.

III. A. Type of Contract – Local Contract

B. Terms – Grant contract is for the period 7/1/2008 to 6/30/2009

III. Additional Information Relevant to Approval of This Item:
There is no match requirement under this grant.

Item No._____ Prepared by _____Dana Dockery_____

Commissioner _____ Approved_____

RESOLUTION TO AUTHORIZE APPROVAL OF A CONTRACT BETWEEN THE CITY OF MEMPHIS AND THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE. THE SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE IS REQUESTING TO ACCEPT AND EXPEND $107,024.00 IN THE FY2009 JUSTICE ASSISTANCE GRANT PROGRAM FROM THE CITY OF MEMPHIS, AND TO AMEND THE FY2008-09 SHELBY COUNTY OPERATING BUDGET AND THE SHELBY COUNTY POSITION CONTROL BUDGET. THIS ITEM REQUIRES EXPENDITURE OF FEDERAL THRU STATE GRANT FUNDS IN THE AMOUNT OF $107,024.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The City of Memphis Police Department has received $592,143.50 from the U.S. Department of Justice to be used for activities eligible under the Justice Assistance Grant (JAG) Program; and

WHEREAS, The Shelby County District Attorney General's Office is a sub-recipient of the Grant and has been awarded $107,024.00 from the Grantor for the salary and fringe benefits of a special prosecutor to be assigned to the City of Memphis Police Department, Organized Crime Unit, Memphis, TN for the period July 1, 2008 thru June 30, 2009.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2008-09 Position Control Budget for fund 690 and section 709001 is hereby amended by adding the salary of a new position to be funded in the amount of $82,292 for the time period July 1, 2008 through June 30, 2009.

BE IT FURTHER RESOLVED, That the FY 2008-09 Shelby County Operating Budget is hereby amended and funds appropriated as per Exhibit A.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Finance and Administration are hereby authorized to issue their warrant to the extent of the appropriations made in this resolution, 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
690-709001 District Attorney General				
	JAG FY09 (City Of Memphis)			
4210	Reimb & Grants - Mphs	$0.00	($107,024.00)	($107,024.00)
5102	Salaries & Labor	$0.00	$82,292.00	$82,292.00
5254	Overtime	$0.00	$635.00	$635.00
5510	Retirement System CO A	$0.00	$5,760.00	$5,760.00
5511	OPEB	$0.00	$5,555.00	$5,555.00
5516	Medicare Coverage - MQFE	$0.00	$1,193.00	$1,193.00
5520	Group Life Insurance	$0.00	$560.00	$560.00
5543	Cigna Insurance	$0.00	$8,165.00	$8,165.00
5560	Long Term Disability	$0.00	$1,317.00	$1,317.00
5591	OJI Expense	$0.00	$1,276.00	$1,276.00
5592	Unemployment Compensation	$0.00	$271.00	$271.00
	Net Operations	$0.00	$0.00	$0.00

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

THIS AGREEMENT, made and entered into by and between the City of Memphis, Tennessee, by and through its Division of Police Services, with principal offices located at 201 Poplar, Room 12-00, Memphis, Tennessee 38103, hereinafter referred to as "City" or "Grantor," and the Shelby County District Attorney General's Office, with principal offices located at 201 Poplar Avenue, Suite 301, Memphis, TN 38103, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, the Grantor has received $592,143.50 from the U.S. Department of Justice (hereafter "Grant") to be used for activities eligible under the Justice Assistance Grant (JAG) Program; and

WHEREAS, the Shelby County District Attorney General's Office is a sub-recipient of the Grant and has been awarded $107,024.00 from the Grantor to establish a special prosecutor position to be assigned to the City of Memphis Division of Police Services, Organized Crime Unit, for a period of one (1) year; and

WHEREAS, the salary and benefits for the position of special prosecutor shall be reimbursed to the Grantee in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the parties hereby agree as follows:

I. PROJECT DESCRIPTION

As a sub-recipient, Grantee hereby agrees that the funds to be awarded by Grantor shall specifically be used to establish and fund the salary and benefits for the position of special prosecutor in accordance with the terms established herein. The designated special prosecutor shall provide legal services related to the following:

- Handle all nuisance actions originated by the Office of the District Attorney General from commencement to final disposition of litigation;
- Obtain approval and provide oversight in accordance with state law of any wiretaps involving investigations by the Memphis Police Department Organized Crime Unit;
- Serve as the Office of the District Attorney General's liaison with Memphis Police Department Organized Crime Unit's undercover operation;
- Vertically prosecute key cases generated through the Memphis Police Department Organized Crime Unit investigations;
- Serve as liaison for the Office of the District Attorney General with the Memphis Police Department's Project Safe Neighborhoods Unit upon request by the District Attorney General and Director of Police Services.

The designated special prosecutor will be supervised by and report directly to the District Attorney General.

II. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2008, and end on June 30, 2009, unless otherwise extended in writing by both parties or terminated sooner. Only eligible expenses incurred during this period or any extension shall be reimbursed. The last date to submit expenses for reimbursement shall be July 30, 2009, or any date otherwise agreed upon in a written extension executed by both parties. All costs will be paid on a reimbursement basis.

III. BUDGET

The Grantor shall reimburse up to $107,024.00 in funds to the Grantee for eligible expenses as set forth in the Budget Summary, attached hereto as "Attachment A" and incorporated herein by reference. Any revision of the budget, whether in the budget amount or the use of funds, is subject to prior written approval by the Grantor. In no event shall Grantor be responsible for or incur any liability above the grant amount of $107, 024.00.

IV. GRANTEE REQUIREMENTS

1. The Grantee shall submit a reimbursement request quarterly 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 Grantee may make budgetary revisions consistent with program needs as long as total funding remains unaffected.
    a. The Grantor shall reimburse the Grantee on a quarterly basis in the amounts stipulated in the attached Budget Summary (Attachment A). The Grantor shall not be liable for any expenses incurred by the Grantee in excess of those stipulated in each budget category contained in the proposal. Compensation to the Grantee for travel, meals, and/or lodging within the scope of service for this Agreement shall be in the amount of actual costs to the Grantee, subject to the maximum amounts set forth within the Grant Budget and all limitations specified in the Grantee's Travel Regulation, as this may from time to time be amended.

V. STANDARD TERMS AND CONDITIONS

1. To the extent permitted by law, the Grantee shall maintain confidential client records documenting services provided and any other information related to the grant Program. . All information shall be confidential and shall be shared professionally only with the authorization of Grantor. The Grantee shall provide complete access to said records to the Grantor's' personnel who are authorized by the Grantor to receive confidential information.
2. The Grantee agrees to submit documentation, budget revisions and other information which shows that funds are being utilized solely for the purpose of this agreement within ten (10) days of Grantor's request.
3. The Grantee 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 Grantee 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 Grantee warrants that no part of the total Grant 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 Grantee in connection to any work contemplated or performed relative to this Agreement.

5. The Grantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Grantee 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 Grantee, any fee, commission, percentage, brokerage fee, gift or other consideration. For breach or violation, of this warranty, the Grantor will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

6. During all phases of the work and services to be provided hereunder, the Grantee agrees to permit duly authorized agents and employees of the Grantor to enter the Grantee offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Grantee shall maintain documentation for all changes against the Grantor under this Agreement. The books, records and documents of the Grantee's, insofar as they relate to work performed or money received under this 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 the Grantor or their duly appointed representatives

7. The Grantor may terminate the Agreement upon thirty (30) days written notice by the Grantor of the Grantee's failure to provide the services specified under this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Grantee shall be entitled to receive compensation for authorized expenditures and any satisfactory work performed as of the termination date, but in no event shall the Grantor be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the Grantor is liable shall be determined by the Grantor. Should the Grantor exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

8. The Grantee certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at it's expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. The Grantee 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 Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement the Grantee agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the County of the Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement

submit to the jurisdiction of the County of the State of Tennessee located in Shelby County, Tennessee.

9. The Grantee agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation, in, or be denied benefits to or be otherwise subject to discrimination in the performance of this Agreement, or in the employment practices of the Grantee. The Grantee 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.

VI. FEDERAL REQUIREMENTS

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

2. The Grantee certifies to the best of its knowledge and belief that:

   No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with the awarding of any federal Agreement, 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 Agreement, grant loan, or cooperative agreement.

   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.

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

3. This 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 Agreement supersedes any prior written or oral agreements between the parties.

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

5. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this 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 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 Agreement a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and

be legal, valid and enforceable. The Grantee agrees that it will maintain a drug free workplace in accordance with the requirements of 28 CFR Part 67, and shall administer a policy for drug and alcohol free facilities.

6. The Grantee agrees that no funds will be used directly or indirectly to award agreements to, employ, or engage the services of any agreement or during any period of debarment, suspension, or placement in ineligibility status under the provisions of 28 CFR Part 67.
7. In accordance with requirements set forth in 28 CFR Parts 66 and 70, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by the Grantee for at least three (3) years following the closure of their most recent audit report. The three-year retention period starts when the single audit report covering the grant period is submitted.
8. The Grantee gives the right of access to their records for the review to any federal, state, and/or local representative of the Bureau of Justice Assistance.

VII. SANCTIONS

The Grantor may perform one or both of the following actions if the Grantee fails to comply with terms and conditions of this Agreement.

1. Temporarily withhold reimbursement payments pending the correction(s) of monitor or audit findings.
2. Withhold future awards for the project or agency.

VIII. TERMINATION

The Grantor may also terminate this Agreement in whole in accordance with 28 CFR 70.61, when the Grantee materially fails to comply with the terms and conditions of this agreement. The Grantor shall provide the Grantee in writing a notice of termination. In the event the Grantor terminates this Agreement, the Grantor will reimburse the Grantee for all complete and satisfactory work performed as of the termination date in accordance with Section 7 of the Standard Terms and Conditions as set forth herein.

IN WITNESS WHEREOF, the parties below acknowledge this **LETTER OF AGREEMENT BETWEEN THE CITY OF MEMPHIS AND SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE** is hereby executed on the date first above written.

_____
Dr. Willie W. Herenton
Mayor, City of Memphis

_____
Larry A. Godwin
Director, Memphis Police Department

_____
William L. Gibbons
District Attorney General

_____
AC Wharton
Mayor, Shelby County

APPROVED AS TO FORM:

_____
Elbert Jefferson, Jr.
City Attorney, City of Memphis

_____
Brian Kuhn
County Attorney

ATTEST:

_____
Comptroller/Deputy Comptroller

ATTACHMENT A

JAG Designated Prosecutor Project Budget

Based on an agreement between City of Memphis Police Department and the Shelby County District Attorney General's Office a designated prosecutor will be assigned as a special assistant to the District Attorney General to handle specific assignments between the District Attorney General's Office and the Memphis Police Department Organized Crime Unit.

A. Personnel	$ 82,292.00
B. Fringe Benefits	$ 24,732.00
C. Travel	$0
D. Equipment	$0
E. Supplies	$0
F. Indirect Costs	$0
Total Project Costs	$107,024.00