CA092676

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Land Use, Planning, Transportation, Code Enforcement

For Commission Action on (date) October 6, 2008

DESCRIPTION OF ITEM:

A RESOLUTION AMENDING THE DEPARTMENT OF REGIONAL SERVICES FY 2008-2009 OPERATION BUDGET IN THE AMOUNT OF $66,869.00 TO REFLECT THE ACCEPTANCE OF ADDITIONAL FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS UNDER CONTRACT NUMBER CA-072676 RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MEMPHIS METROPOLITAN PLANNING ORGANIZATION AND THIS ITEM REQUIRES THE TOTAL EXPENDITURE OF FEDERAL THRU STATE GRANT FUNDS IN THE AMOUNT OF $113,140.00. SPONSORED BY COMMISSIONER MIKE RITZ.

CHECK ALL THAT APPLY BELOW:

x This Action does NOT require expenditure of funds.

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

County General Funds: $_____ : County CIP Funds: $_____

State Grant Funds: $ 11,314.00 : State Gas Tax Funds: $_____

Federal Grant Funds: $ 90,512.00

Other funds (Specify source and amount): $ Enterprise Fund $11,314

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

Originating Department: Regional Services Department

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:	Martha Lott 379-7860	ML	9/18/08
Division Director:	Richard S. Copeland 576-7196		9-18-08
CIP – A&F Director:			
Finance Dept.:	Michael A. Swift 545-4269	MAS	9/23/08
County Attorney:	Mary Bright. 545-4963	MB	9/23/08
CAO/Mayor:	James Huntzicker 545-4514		9/24/08

SUMMARY SHEET

I. Description of Item

This resolution requests approval to amend the FY 2008-2009 Operating Budget for the Department of Regional Services by increasing the revenue budget an additional $66,869.00 in Fund 822-271111.

This amendment is necessary to reflect the additional Federal Administration planning funds for the Memphis Metropolitan Planning Organization from the Tennessee Department of Transportation in for planning an efficient metropolitan transportation system for the Memphis urban area.

II. Source and Amount of Funding

A. The State of Tennessee, Department of Transportation
Federal Transit Administration
Budget Number 822-271111- $113,140.00.

B. There are no other costs, directly or indirectly associated with this Resolution.

C. There are no additional or subsequent obligations or expenses for which Shelby County will ultimately be responsible.

III. Contract Items

A. Amending the current Contract CA-072676 between State of Tennessee Department of Transportation and Memphis and Shelby County Department of Regional Services signed March 1, 2007.

B. Expenditure period for Planning Administration January 1, 2007 – December 31, 2010.

C. The contract is 90%, funded by TDOT, and requires 10% local matching expenditures by the County.

IV. Additional Information Relevant to Approval of this Item

A. Administration recommends approval of this resolution.

ITEM NO: _____ PREPARED BY: Martha Lott

APPROVED BY: MBright

A RESOLUTION AMENDING THE DEPARTMENT OF REGIONAL SERVICES FY 2008-2009 OPERATION BUDGET IN THE AMOUNT OF $66,869.00 TO REFLECT THE ACCEPTANCE OF ADDITIONAL FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS UNDER CONTRACT NUMBER CA-072676 RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MEMPHIS METROPOLITAN PLANNING ORGANIZATION AND THIS ITEM REQUIRES THE TOTAL EXPENDITURE OF FEDERAL THRU STATE GRANT FUNDS IN THE AMOUNT OF $113,140.00. SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, The Memphis Urban Area Metropolitan Planning Organization (MPO) is the organization responsible for planning the creation of an efficient transportation system in the Memphis urban area and for the appropriate use of federal transportation funds in the area and;

WHEARAS, The MPO entered into a contract agreement for the administration of Federal Transit Administration funds on March 1, 2007 as outlined in 23 CFR 450.308, and;

WHEREAS, The Tennessee Department of Transportation has issued a new contract increasing the funding by $66,869.00 and extending the grant period to December 31, 2010, and;

WHEREAS, That the FY 2008-2009 Operating Budget for this program has been established under the Department of Regional Services in section 822-271111; and;

WHEREAS, That it is necessary to amend the FY 2008-2009 Operating Budget of the Department of Regional Services to reflect the additional funding; and

WHEREAS, That the program is funded by the State of Tennessee Department of Transportation, with a ten percent (10%) local matching contribution required by Shelby County Government.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE That the FY 2008-2009 Operating Budget is hereby amended and funds appropriated as per Exhibit A.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts to the extent of appropriations made in this resolution and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

DIVISION OF OFFICE PLANNING & DEVELOPMENT
CONSOLIDATED CODES ENFORCEMENT
JULY 1, 2008 - JUNE 30, 2009
BUDGET No. 950-271101

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4257	OUTSIDE SALES	(1,000.00)		(1,000.00)
	LOCAL REVENUE	(1,000.00)	-	(1,000.00)
	TOTAL REVNUE	(1,000.00)	-	-
	REVENUE	(1,000.00)	-	(1,000.00)
				-
5102	SALARIES & LABOR	-	-	-
				-
5111	SALARIES & FRINGES	-	-	-
	TOTAL SALARIES	-	-	-
5510	RETIREMENT SYSTEM	-		-
5510	RETIRE INS OPEB	-		-
5516	MEDICARE-MQFE	-		-
5520	GROUP LIFE INS	-		-
5540	BLUE CROSS PPO	-		-
5560	LONG TERM DISABILITY	-		-
5579	FRINGE BENEFIT ALLOC	-		-
5591	OJI EXPENSE	-		-
5592	UNEMPLOYMENT COMP	-		-
	TOTAL FRINGE BENEFITS	-	-	-
	SALARIES & FRINGES	-	-	-
6016	DATA PROCESSING	2,080.00	(1,553.00)	527.00
6024	EMPLOYEE RECOGNITION	177.00	-	177.00
6026	EXPENDABLE FURNITURE	2,040.00	(864.00)	1,176.00
6028	FOOD & FEED PURCHASE	816.00	-	816.00
6048	MEM, PUB & DUES	816.00	-	816.00
6052	OFFICE SUPPLIES	1,086.00	(586.00)	500.00
6068	POSTAGE	-	-	-
	TOTAL SUPPLIES	7,015.00	(3,003.00)	4,012.00
6419	EDUCATION & TRAINING	1,020.00	(500.00)	520.00
6446	LOCAL TRANSPORTATIO	510.00	(400.00)	110.00
6461	PRINTING OUTSIDE	-	-	-
6467	TRAVEL	2,040.00	(1,040.00)	1,000.00
	TOTAL SERVICES	3,570.00	(1,940.00)	1,630.00
6634	OUTSIDE CONSULT FEES	-	-	-
6637	OUTSIDE CONTRACTS	7,650.00	(650.00)	7,000.00
	TOTAL CONT SERVICES	7,650.00	(650.00)	7,000.00
6771	COMMUNICATION EXP	2,550.00	(550.00)	2,000.00
	TOTAL COMMMUNICATI	2,550.00	(550.00)	2,000.00
6852	PRINTING INSIDE	244.00	(44.00)	200.00
6854	POSTAGE SERVICES	205.00	-	205.00
6874	COMMUNICATION SERV	2,000.00	(500.00)	1,500.00
	INTERDEARTMENT CHG	2,449.00	(544.00)	1,905.00
	OPERATION & MAINT	23,234.00	(6,687.00)	16,547.00
9999	PLANNED FUND BAL DEC	-		-
	PLANNED FUND BAL CHA	-		-
	EXPENDITURES	-	-	-
9634	TR/FED THRU STATE-IN/C	-181,605.00		(181,605.00)
9636	TR/FSTATE GRANT FUND	0		-
	96 TRANSFER INS	0		
	TOTAL OPERATING TRANSFERS-IN	(181,605.00)	-	(181,605.00)
9831	TR/FED THRU STATE GR	304,518.00	6,687.00	311,205.00
	OPERATING TRNSF OUT	304,518.00	6,687.00	311,205.00
	TRANSFERS	122,913.00		122,913.00
	950 TOTAL	145,147.00		145,147.00

Division of Administration & Finance/Printing Services

		Current Budget	Proposed Budget Difference	Proposed Budget
961-307305-4262	Service Income	(1,598,652)		(1,598,608)
961-307305-6461	Printing Outside	452,730	44	452,686
			(44)	
			0	

Division of Administration & Finance/Telecommunications

961-201501-4262 -	Service Income	(3,934,382)	500	(3,933,882)
961-201501-6771	Communications I	2,961,946	(500)	2,961,446
			0	

DIVISION OF OFFICE PLANNING & DEVELOPMENT
DEPARTMENT OF REGIONAL SERVICES
JULY 1, 2008 - JUNE 30, 2009
BUDGET No. 822-271111

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	PROPOSED BUDGET
4331	FEDERAL THRU STATE	(46,271.00)	(66,869.00)	(113,140.00)
	TOTAL REVENUE	(46,271.00)	(66,869.00)	(113,140.00)
5102	SALARIES & LABOR	32,524.00	-	32,524.00
	TOTAL SALARIES & OVERTIME	32,524.00	-	32,524.00
5579	FRINGE BENEFIT REIMBURSEMENT	8,964.00	-	8,964.00
	TOTAL FRINGES	8,964.00	-	8,964.00
6404	ADVERTI$ING	-	7,555.00	7,555.00
6419	EDUCATION & TRAINING EXP	329.00	3,000.00	3,329.00
6646	LOCAL TRANSPORTATION	-	300.00	300.00
6467	TRAVEL	-	4,814.00	4,814.00
	TOTAL SERVICES	329.00	15,669.00	15,998.00
6637	OUTSIDE CONTRACTS	-	57,887.00	57,887.00
	TOTAL PROF. & CONTRACTED	-	57,887.00	57,887.00
9648	TR/f Consol CODES ENF	(4,627.00)	(6,687.00)	(11,314.00)
	Transfers-in	(4,627.00)	(6,687.00)	(11,314.00)
9849	TR/T GENERAL FUND INDIRECT COST	9,081.00	-	9,081.00
	Net Transfers-Out	9,081.00	-	9,081.00
		46,271.00	66,869.00	113,140.00
	TOTAL EXPENDITURES	46,271.00	66,869.00	113,140.00
	NET COST	-	-	-

TDOT Project #79-5303-S3-007
FTA Project # TN-80-0002-00

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION
AND
MEMPHIS AND SHELBY COUNTY DEPARTMENT OF REGIONAL SERVICES

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and Memphis and Shelby County Department of Regional Services, hereinafter referred to as the "Grantee," is for the provision of transit planning coordination activities, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: C-62600841-07

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. The Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303 Program, codified by U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to support the costs of preparing long range transportation plans, financially feasible Transportation Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically, the funds will assist the Grantee with transportation planning administration, project planning, and transit planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables indicating, but are not limited to, the following:

Transportation Planning Administration

- Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development of studies, plans and programs that promote the efficient use of existing transportation resources.
- Develop the urban area Transportation Improvement Program (TIP).
- Advise and recommend amendments to the Long Range Transportation Plan, as needed.

Transit Planning

- Assist Metropolitan Organization's and transit agency policy board members in understanding the metropolitan transportation planning process.
- Emphasize the preservation of the existing transportation system.

- Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.

- Improve the accessibility, connectivity, and mobility of people across and between transportation modes.

A.3. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.

a. this Contract document and all of its attachments and exhibits, excluding the following items incorporated by reference; and

b. the program being further explained in the Federal Transit Administration application which is on file in the Division of Multimodal Transportation Resources and incorporated in the grant by reference.

B. GRANT CONTRACT TERM:

B.1. Grant Term. This Grant Contract shall be effective for the period commencing on January 1, 2007 and ending on December 31, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment. If the term extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through an amendment.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred One Thousand Eight Hundred Twenty-six Dollars and no cents ($101,826.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation
Division of Multimodal Transportation Resources
Contract and Fiscal Section
505 Deaderick Street
James K. Polk Building, Suite 1800
Nashville, TN 37243

a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Department of Transportation, Multimodal Transportation Resources Division;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name:
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
ii. Amount Reimbursed by Grant Budget Line-Item to Date;
iii. Total Amount Reimbursed under the Grant Contract to Date; and
iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security

Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract (including any adjustment pursuant to section C.7.a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved