CA086721

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee 4-Law Enforcement, Fire Corrections & Courts

For Commission Action on April 14, 2008

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $258,145.25 WITH THE MILITARY DEPARTMENT OF TENNESSEE AND THE TENNESSEE EMERGENCY MANAGEMENT AGENCY, TO SUPPORT LOCAL PREPAREDNESS EFFORTS TO RESPOND TO ALL-HAZARDS MASS CASUALITY INCIDENTS, INCLUDING TERRORISM, EPIDEMIC DISEASE OUTBREAKS, NATURAL DISASTERS AND LARGE-SCALE HAZARDOUS MATERIAL INCIDENTS AND THIS ITEM REQUIRES THE EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $258,145.25 AND AMENDING THE FY2007-2008 OPERATING BUDGET. 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): $ 258,145.25 Federal thru State

Originating Department: **Office of Preparedness**

APPROVAL:

Dept. Head: Bob Nations JR 379-7094 BN \ 4/01/08
(Print your name & phone #.) (Initials) (Date)

Elected Official: _____ \ _____ \ _____
(Print your name & phone #.) (Initials) (Date)

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

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

Finance Dept. Mike Swift 545-4269 \ MDS \ 4/2/08
(Print your name & phone #.) (Initials) (Date)

County Attorney: Mary L. Bright X4963 \ mlb \ 4/2/08
(Print your name & phone #.) (Initials) (Date)

CAO/Mayor: James F. Huntzicker 545-4514 \ JFH \ 4/2/08
(Print your name & phone #.) (Initials) (Date)

ITEM NO: _____ PREPARED BY: Patrina Chambers

APPROVED BY: _____

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $258,145.25 WITH THE MILITARY DEPARTMENT OF TENNESSEE AND THE TENNESSEE EMERGENCY MANAGEMENT AGENCY, TO SUPPORT LOCAL PREPAREDNESS EFFORTS TO RESPOND TO ALL-HAZARDS MASS CASUALITY INCIDENTS, INCLUDING TERRORISM, EPIDEMIC DISEASE OUTBREAKS, NATURAL DISASTERS AND LARGE-SCALE HAZARDOUS MATERIAL INCIDENTS AND THIS ITEM REQUIRES THE EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $258,145.25 AND AMENDING THE FY2007-2008 OPERATING BUDGET. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The Metropolitan Medical Response Services (MMRS) was awarded $258,145.25 per attached Contract, by the Military Department of Tennessee and Tennessee Emergency Management Agency (TEMA) for the implementation of the 2007 Metropolitan Medical Response Services; and

WHEREAS, The MMRS will utilize the funds to prepare for the response to all-hazards mass casualty incidents including terrorism, epidemic disease outbreaks, natural disasters, and large-scale hazardous materials incidents associated with implementing the Tennessee Homeland Security Strategy and the Nations preparedness.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Grant Agreement with the Tennessee Emergency Management Agency in the amount of $258,145.25 is hereby approved.

BE IT FURTHER RESOLVED, That the FY 2007-08 Shelby County Operating Budget is hereby amended and funds appropriated per Exhibit A, which is attached hereto and incorporated hereinto by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute said grant agreement with the State of Tennessee, an executed copy of which shall be kept on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amount not to exceed $258,145.25 for purposes contained 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: _____

SUMMARY SHEET

I. Description of Item:

A resolution approving a contract in the amount of $258,145.25 with the Military Department of Tennessee and the Tennessee Emergency Management Agency, to support local preparedness efforts to respond to all-hazards mass casualty incidents, including terrorism, epidemic disease outbreaks, natural disasters and large-scale hazardous material incidents and this item requires the expenditure of pass through grant funds under the U.S. Department of Homeland Security Grant Programs in the amount of $258,145.25 and amending the FY2007-2008 operating budget.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $258,145.25 for the provision of pass-through funding from the United States Department of Homeland Security, Metropolitan Medical Response System Grant Program.

III. Contract Items:

Type of Contract – Grant Agreement Between the Military Department of Tennessee, Tennessee Emergency Management Agency and Shelby County.

IV. Additional Relevant Information:

Administration recommends approval of this resolution

CONTRACT NO. CA 086721

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:** Office of Preparedness
2. **Preparer's Name, Telephone #, and E-Mail Address:**
   Patrina Chambers, 901-379-7019, patrina.chambers@shelbycountytn.gov
3. **DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:**
   To provide assistance to prevent, respond to, and recover from incident of terriorism and natural catastrophic events.
4. **NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:**

   VENDOR NO.

   EOC NO.
5. **COST OF ITEM OR SERVICE REQUESTED:** $258,145.25
6. **TERM OF PROPOSED CONTRACT/AGREEMENT:**
7. **FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH****
   No purchase order needed.
8. **COMMODITY CODE:**
9. **VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):**
   ****PLEASE ATTACH APPROVAL DOCUMENTS****
   a. ☐ Bid/RFP Process - # & Date
   b. ☐ 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
    ☐ N/A
11. **SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)**

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE 2/11/08

ELECTED OFFICIAL

DIVISION DIRECTOR — DATE 2/21/08

CONTRACT SUMMARY SHEET

12-11-07

RFS #	Contract #
341 . 08 — 411 — 08	GG-
State Agency	**State Agency Division**
DEPARTMENT OF MILITARY	TENNESSEE EMERGENCY MANAGEMENT AGENCY
Contractor Name	**Contractor ID # (FEIN or SSN)**
SHELBY COUNTY	☒ C- or ☐ V- 626000841 47

Service Description

FY 2007 HOMELAND SECURITY GRANT PROGRAM – 2007-GE-T7-0051 - MMRS

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
JULY 1, 2007	APRIL 30, 2010	SUBRECIPIENT	97.067

Mark Each TRUE Statement

☒ Contractor is on STARS ☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
341.08	57C	131	11	HW7	100

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008		258,145.25			258,145.25
TOTAL:		258,145.25			258,145.25

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:		
End Date:		

State Agency Fiscal Contact & Telephone #

MARSHA CORNISH, NATIONAL GUARD ARMORY, (615) 741-3018

State Agency Budget Officer Approval

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☒ Government
☐ Asian ☐ Female ☐ Native American ☐ NOT Minority/Disadvantaged

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *
☐ Non-Competitive Negotiation * ☒ Negotiation w/ Government (ID, GG, GU)

*** Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
SHELBY COUNTY

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Shelby County, hereinafter referred to as the "Grantee", is for the provision of pass-through funding to fund costs related to homeland security preparedness activities associated with implementing the Tennessee State Homeland Security Strategy and the National Preparedness Goal, in accordance to the U.S. Department of Homeland Security Appropriations Act of 2007, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

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. All FFY 2007 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the impact that each proposed investment is anticipated to have. As part of the FFY 2007 HSGP investment justifications, Grantees are required to establish specific capability-based outcomes associated with their proposed investments. The Grantee also agrees to comply with the approved Initial Strategy Implementation Plan (ISIP) based upon the State's Homeland Security Strategy, which is the representation of the jurisdiction's commitment to detect, prevent and protect citizens from the threat of terrorism and to respond to terrorist acts and catastrophic natural disasters.

A.3. State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, equipment, training, and exercise needs to prevent, to protect against, to respond to and to recover from acts of terrorism. In addition, SHSP supports the implementation of the National Preparedness Goal (NPG), the National Incident Management System (NIMS), and the National Response Framework (NRF). Law Enforcement Terrorism Prevention Program (LETPP) provides resources to law enforcement and public safety communities (working with their private partners) to support critical terrorism prevention activities, including: establishing/enhancing fusion centers and collaborating with non-law enforcement partners, other government agencies, and the private sector. Citizens Corps Program (CCP) brings community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response, and recovery. Metropolitan Medical Response System (MMRS) supports designated jurisdictions to further enhance and sustain a regionally integrated, systematic mass casualty incident preparedness program that enables a response during the first crucial hours of an incident. The Homeland Security Grant Urban Area Security Initiative (UASI), provides an integrated mechanism to significantly enhance the coordination of regional efforts to prevent, respond to, and recover from incidents of terrorism involving chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks.

A.4 Each Grant funded from the FFY 2007 HSGP will be in accordance with the FFY 2007 HSGP guidance and State of Tennessee's Homeland Security Strategy.

A.5. Each Grantee has provided to the State the ISIP, which will be validated by the State and approved by the U.S. DHS, prior to the Grantee initiating purchases, training or any other activity to be paid with these funds.

A.6. The Grantee will provide to the State a Biannual Strategy Implementation Report (BSIR) to update the ISIP, as of the end of June (due July 15th) and end of December (due January 15th).

A.7. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts as well as FFY 07 projects. The Grantee further agrees that the federal funds received by this agreement will be used to supplement, but not to supplant any funds for local governments.

A.8. The Grantee agrees to comply with the financial and administrative guidelines as established by the U.S. Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations (OGO) Financial Guide. The Grantee further agrees to comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the standards put forth by OMB Circular A-87, that deals with cost principles for local governments.

A.9. The Grantee supports the implementation of State Homeland Security Strategies to address the identified planning, equipment, training and exercise needs for acts of terrorism. In addition, the Grantee will agree to comply with the implementation of the National Preparedness Goal (NPG), and the National Response Framework (NRF).

A.10. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest bearing account.

B. GRANT CONTRACT TERM:

B.1. This Grant Contract shall be effective for the period commencing on July 1, 2007 and ending on April 30, 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 the 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 to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two hundred fifty-eight thousand, one hundred forty-five dollars and twenty-five cents ($258,145.25). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, 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 Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204

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 Military, Tennessee Emergency Management Agency;
(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.

e. The Grantee shall submit invoices within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. Invoices submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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 sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. 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.

c. 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.

d. 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 indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State 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.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the entering into of 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 federal 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 contract, 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. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include