CA097614

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

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

For Commission Action on March 16, 2009

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A SUB-AWARD TO FAYETTE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) ON BEHALF OF MEMPHIS/SHELBY COUNTY OFFICE OF PREPAREDNESS IN THE AMOUNT OF $101,000.00 IN ACCORDANCE WITH THE 2007 URBAN AREA SECURITY INITIATIVE GRANT FUNDS, AND THIS ITEM REQUIRES THE EXPENDITURE OF PASS THRU FUNDS IN THE AMOUNT OF $101,000.00 UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS. 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: $ 101,000.00

Other funds (Specify source and amount): $_____

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

Originating Department: **Office of Preparedness**

APPROVAL:

Dept. Head:	Robert Nations, Jr. 901-515-2601 (Print your name & phone #)	BN (Initials)	03/04/09 (Date)
Elected Official:	(Print your name & phone #.)	(Initials)	(Date)
Division Director:	Grace Hutchinson 901-545-4429 (Print your name & phone #)	(Initials)	3/4/09 (Date)
CIP – A&F Director:	(Print your name & phone #.)	(Initials)	(Date)
Finance Dept.:	Mike Swift 901-545-4269 (Print your name & phone #)	MAS (Initials)	3/4/09 (Date)
County Attorney:	Lisa Kelly 901-545-4363 (Print your name & phone #)	LK (Initials)	3/4/09 (Date)
CAO/Mayor:	James F. Huntzicker 901-545-4514 (Print your name & phone #)	(Initials)	3/4/09 (Date)

SUMMARY SHEET

I. Description of Item:

A resolution approving a sub-award to Fayette County Emergency Management Agency (EMA) on behalf of Memphis/Shelby County, Office of Preparedness in the amount of $101,000.00 in accordance with the 2007 Urban Area Security Initiative grant funds, and this item requires the expenditure of pass thru funds in the amount of $101,000.00 under the U.S. Department of Homeland Security grant programs.

II. Source and Amount of Funding:

The Military Department of Tennessee, and the Tennessee Emergency Management Agency provide UASI grant funds for the provisions of pass-through funding to pay for equipment, planning, training, and exercises associated with the implementation of the overall 2007 Homeland Security Grant Program.

III. Contract Items

Type of Contract – Cooperative Agreement

IV. Additional Relevant Information:

1. The term of this Sub-grant Agreement shall be from the date of execution to 4/30/2010. The parties shall have the option to extend this Sub-grant Agreement upon mutual written consent of the parties for an additional one-year term.

2. Shelby County Government shall reimburse Fayette County EMA on a monthly basis following receipt of invoices for allowable costs incurred, subject to the limits of the Budget set forth in the attached Cooperative Agreement which is attached hereto and fully incorporated herein by reference as if stated verbatim.

3. Shelby County Government shall not be liable for any expenses incurred by Fayette County EMA in excess of those stipulated in each budget category contained in Cooperative Agreement, except as said Proposal and Budget may be revised as provided otherwise within this Sub-grant Agreement.

4. In no event shall the Shelby County Government's liability under this Sub-grant Agreement exceed $101,000.00.

5. Compensation to Fayette County EMA for travel, meals, and/or lodging within the Scope of Services of this Sub-Grant Agreement shall be in the amount of actual costs to Fayette County EMA, subject to the maximum amounts and all limitations specified in Fayette County's travel policy, as said policy may from time to time be amended.

Administration recommends approval of this resolution.

ITEM NO: _____ PREPARED BY: Patrina Chambers

APPROVED BY: _____

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A SUB-AWARD TO FAYETTE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) ON BEHALF OF THE MEMPHIS/SHELBY COUNTY, OFFICE OF PREPAREDNESS IN THE AMOUNT OF $101,000.00 IN ACCORDANCE WITH THE 2007 URBAN AREA SECURITY INITIATIVE GRANT FUNDS, AND THIS ITEM REQUIRES THE EXPENDITURE OF PASS THRU FUNDS IN THE AMOUNT OF $101,000.00 UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The Shelby County Government, Office of Preparedness is the designated grantee for the Urban Area Security Initiative (UASI) for Memphis and Shelby County; and

WHEREAS, The Shelby County Government, Office of Preparedness has been awarded 2007 UASI funds from the Military Department of Tennessee and the Tennessee Emergency Management Agency for equipment, coordination of critical terrorism planning, preparedness, response and other emergency service as are essential to residents of our county and the entire UASI region; and

WHEREAS, The Shelby County Government, Office of Preparedness is serving as the coordinator of the UASI grant program; and

WHEREAS, The Shelby County Government, Office of Preparedness desires to enter into a sub-award agreement with Fayette County EMA to conduct a segment of the grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the sub-award agreement with Fayette County EMA is hereby approved.

BE IT FURTHER RESOLVED, That funds in the amount of $101,000.00 are hereby appropriated for said sub-award agreement from account no. 257-200306-6637, Outside Contracts, of the FY 2008-09 Shelby County Operating Budget.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to execute said sub-award agreement, an executed copy of which shall be placed 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 $101,000.00 for purposes contained in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

_____
A C Wharton, Jr.
COUNTY MAYOR

Date: _____

ATTEST:

_____
CLERK OF COUNTY COMMISSION

ADOPTED: _____

CONTRACT NO. CA _____

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:
   Sub-Award to Fayette County

4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Fayette County Emergency Management Agency
   P.O. Box 218
   Somerville, TN 38068
   VENDOR NO. 18274
   EOC NO. _____

5. COST OF ITEM OR SERVICE REQUESTED: $101,000.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: _____

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   257-200306-6637 per P. Chambers

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:

[signature] 03/02/09
DEPARTMENT HEAD DATE

[signature] 3/4/09
DIVISION DIRECTOR DATE

_____
ELECTED OFFICIAL

RECEIVED
FEB 2 PM 4:23
CONTRACTS/ADMINISTRATION

SHELBY COUNTY GOVERNMENT
AND
MAYOR AC WHARTON, Jr.

URBAN AREA SECURITY INITIATIVE COOPERATIVE AGREEMENT

Between

COUNTY OF FAYETTE

AND

SHELBY COUNTY GOVERNMENT OFFICE OF PREPAREDNESS

SUBGRANT AGREEMENT
BETWEEN
SHELBY COUNTY GOVERNMENT
AND
COUNTY OF FAYETTE

THIS AGREEMENT, is entered into by and between Shelby County Government, hereinafter referred to as the "SHELBY" and Fayette County, hereinafter referred to as "FAYETTE".

WITNESSETH:

WHEREAS, SHELBY is a recipient of a grant funds through the United States Department of Homeland Security Urban Areas Security Initiative (UASI) Grant Program (DHS), hereinafter referred to as "Grant," in the total amount of $101,000.00, to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State and urban area homeland security grant 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, FAYETTE has been selected and/or approved by the Memphis/Shelby Urban Area Security Initiative (UASI) 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 FAYETTE;

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

I. SCOPE OF SERVICES

FAYETTE 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 FAYETTE on a monthly basis following receipt of FAYETTE'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 FAYETTE 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 ONE HUNDRED AND ONE THOUSAND AND 00/100 DOLLARS ($101,000.00).

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

III. GENERAL CONDITIONS

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

2. FAYETTE 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 FAYETTE application for funding attached hereto as Exhibit B.

3. FAYETTE 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, FAYETTE 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. FAYETTE 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. FAYETTE 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 FAYETTE in connection to any work contemplated or performed relative to this Subgrant Agreement.

6. FAYETTE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FAYETTE, 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 FAYETTE, 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, FAYETTE agrees to permit duly authorized agents and employees of SHELBY to enter FAYETTE 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. FAYETTE shall maintain documentation for all charges against SHELBY under this Subgrant Agreement. The books, records and documents of FAYETTE, 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. FAYETTE 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 FAYETTE of FAYETTE'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,

FAYETTE 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. FAYETTE 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, FAYETTE 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. FAYETTE, 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. FAYETTE 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, FAYETTE 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 FAYETTE from any liability under this Subgrant Agreement upon adjudication.

11. FAYETTE 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 FAYETTE 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. FAYETTE 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, FAYETTE 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. FAYETTE 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 FAYETTE, 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.