CA097035

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

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

For Commission Action on April 13, 2009

A RESOLUTION APPROVING A CONTRACT AND AMENDING THE FY 2009 OPERATING BUDGET AND POSITION CONTROL BUDGET IN THE AMOUNT OF $160,000.00 FOR THE SHELBY COUNTY OFFICE OF PREPAREDNESS TO ACCEPT A GRANT FROM THE INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM (IECGP) IN THE AMOUNT OF $160,000.00, TO APPROPRIATE SAID FUNDS, AND TO APPROVE A GRANT CONTRACT FOR SAME 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 $160,000.00 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: $160,000.00

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)	03/30/09 (Date)
Elected Official:	(Print your name & phone #)	(Initials)	(Date)
Division Director:	Grace Hutchinson 901-545-4429 (Print your name & phone #)	(Initials)	4/2/2009 (Date)
CIP – A&F Director:	(Print your name & phone #)	(Initials)	(Date)
Finance Dept.:	Mike Swift 901-545-4269 (Print your name & phone #)	MS (Initials)	4/2/09 (Date)
County Attorney:	Lisa Kelly 901-545-4363 (Print your name & phone #)	LK (Initials)	3/31/09 (Date)
CAO/Mayor:	James F. Huntzicker 901-545-4514 (Print your name & phone #)	(Initials)	4/2/09 (Date)

SUMMARY SHEET

I. Description of Item:

The goal of IECGP is to provide funding that will enable States, Territories, local units of government and tribal communities to implement their Tactical Interoperable Communications Plan (TICP), Statewide Communication Interoperability Plan (SCIP) and align to the National Emergency Communications Plan (NECP) to further enhance interoperability.

IECGP provides planning, training, exercise and personnel funding to carry out initiatives to improve interoperable communications, including communications in collective response to natural disasters, acts of terrorism and other man-made disasters.

IECGP will support personnel to develop, coordinate and manage the complex and time consuming process of maintaining and implementing the TICP and aligning the TICP to the SCIP and to the NECP. See attached job description for specific duties and responsibilities.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $160,000.00 for the provision of pass-through funding from the United States Department of Homeland Security, Interoperable Emergency Communications 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:

Personnel will be supported through this grant on a temporary status. Future IECGP funds will sustain the salary of the individual selected to coordinate and manage the interoperable emergency communications efforts. Shelby County has no commitment to incur any cost if grant funds are not available.

Administration recommends approval of this resolution

ITEM NO: _____ PREPARED BY: Patrina Chambers

APPROVED BY: _____

A RESOLUTION APPROVING A CONTRACT AND AMENDING THE FY 2009 OPERATING BUDGET AND POSITION CONTROL BUDGET IN THE AMOUNT OF $160,000.00 FOR THE SHELBY COUNTY OFFICE OF PREPAREDNESS TO ACCEPT A GRANT FROM THE INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM (IECGP) IN THE AMOUNT OF $160,000.00, TO APPROPRIATE SAID FUNDS, AND TO APPROVE A GRANT CONTRACT FOR SAME 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 $160,000.00 SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The IECGP is to improve local, tribal, regional, statewide, and national interoperable emergency communications to natural disasters, acts of terrorism and other man-made disasters; and

WHEREAS, The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $160,000.00 for the provision of pass-through funding to provide interoperable emergency communications; and

WHEREAS, It is necessary to amend Shelby County's FY 2009 operating budget and position control budget in order to accept and expend the $160,000.00 for these purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2009 Operating Budget and Position Control Budget are hereby amended to accept grant funds from the IECGP in the amount of $160,000.00.

BE IT FURTHER RESOLVED, That said funds are appropriated as stated in Exhibit A, which is attached hereto and incorporated hereinto by this reference and is fully set forth herein.

BE IT FURTHER RESOLVED, That the Position Control Budget is amended as stated in Exhibit B, which is attached hereto and incorporated hereinto by this reference and is fully set forth herein.

BE IT FURTHER RESOLVED, That the Grant Agreement with the Tennessee Emergency Management Agency in the amount of $160,000.00 is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute said Grant Agreement with the State of Tennessee, and 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 $160,000.00 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: _____

EXHIBIT A

Division of Administration and Finance
FY 2009 Interoperable Emergency Communications Grant Program (IECGP)
April 1, 2009 - JUNE 30, 2009
BUDGET No. 672-200307

ACCT. NO.	ACCOUNT NAME	CURRENT BUDGET	DIFFERENCE	FY08-09 BUDGET
4401	FEDERAL GRANTS	-	(160,000)	(160,000)
	TOTAL FEDERAL REVENUE	-	(160,000)	(160,000)
5102	SALARIES & LABOR	-	13,038	13,038
	TOTAL SALARIES & OVERTIME	-	13,038	13,038
5510	RETIREMENT SYSTEM CO A	-	912	912
5511	OPEB RETIREE INSURANCE	-	880	880
5515	FICA	-	-	-
5516	MEDICARE COVERAGE (MQFE)	-	189	189
5520	GROUP LIFE INSURANCE	-	89	89
5543	CIGNA INSURANCE	-	1,150	1,150
5560	LONG TERM DISABILITY	-	209	209
5591	OJI EXPENSE	-	202	202
5592	UNEMPLOYMENT COMP	-	43	43
	TOTAL FRINGES	-	3,674	3,674
6446	LOCAL TRANSPORTATION	-	250	250
	TOTAL SERVICES	-	250	250
6637	OUTSIDE CONTRACTS	-	143,038	143,038
	TOTAL PROF. & CONTRACTED	-	143,038	143,038
	TOTAL EXPENDITURES	-	160,000	160,000
	NET COST	-	-	-

EXHIBIT B

Division of Administration and Finance
FY 2009 Interoperable Emergency Communications Grant Program (IECGP)
April 1, 2009 - JUNE 30, 2009
BUDGET No. 672-200307

POSITION NO.	JOB TITLE	STATUS	COMPENSATION CURRENT	DIFFERENCE	PROPOSED
none	Communications Planner	V	-	13,038	13,038
	Total		-	13,038	13,038

PER PAY PERIOD - April 2009 THROUGH JUNE 2009

POSITION NO.	JOB TITLE	STATUS	COMPENSATION CURRENT	DIFFERENCE	PROPOSED
none	Communications Planner	V	-	2,173	2,173
	Total		-	2,173	2,173

GG011609

CONTRACT COVER

(cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

RFS Tracking #	Contract ID #
34101-00009	
Service Caption	**Delegated Authority Requisition ID #** (ONLY if applicable)
U.S. DEPARTMENT OF HOMELAND SECURITY, FISCAL YEAR 2008 INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT PROGRAM, 2008-IO-T8-0045	
Grantee	**Grantee FEIN**
SHELBY COUNTY	☒ C- 626000841 47

Begin Date	End Date	Subrecipient or Vendor	CFDA #(s)
9/16/08	8/31/10	☒ Subrecipient ☐ Vendor	97.001

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009		160,000.00			160,000.00
TOTAL:		160,000.00			160,000.00

— OCR Use Only —

Fiscal Contact & Telephone #

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

Budget Officer Approval & Affirmation (that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.)

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 provided by the United States Department of Homeland Security, Interoperable Emergency Communications Grant Program, 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 Federal Fiscal Year (FFY) 2008 Interoperable Emergency Communications Grant Program (IECGP) awards provide planning, training and exercise funding to state agencies and local jurisdictions to carry out initiatives to improve interoperable emergency communications, including communications in collective response to natural disasters, acts of terrorism and other man-made disasters. All activities proposed under IECGP must be integral to interoperable communications and must be aligned with the goals, objectives, and/or initiatives identified in the Statewide Communications Interoperability Plan (SCIP).

A.3. All grant awards funded from the FFY 2008 IECGP will be in accordance with the FFY 2008 IECGP guidance and State of Tennessee's Statewide Communications Interoperability Plan (SCIP).

A.4. The Grantee must provide to the State the IECGP application, which will be validated by the State and approved by the U.S. Department of Homeland Security (DHS), prior to the Grantee initiating planning, training, exercises or any other activity to be paid with these funds.

A.5. The Grantee will provide to the State a Biannual Strategy Implementation Report (BSIR) as of the end of June (due July 15th) and end of December (due January 15th).

A.6. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts as well as FFY 2008 IECGP 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.7. 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.8. The Grantee supports the implementation of the SCIP to address the identified planning, training and exercise needs. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal (NPG), and the National Response Framework (NRF).

A.9. 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 September 16, 2008 and ending on August 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 sixty thousand dollars and zero cents ($160,000.00). 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
Attn: Interoperable Emergency Communications Grant Program Manager

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.

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