CA09053

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

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

For Commission Action on May 11, 2009

DESCRIPTION OF ITEM: A RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY OFFICE OF PREPAREDNESS AND THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $149,000.00 FOR THE EMERGENCY MANAGEMENT AGENCY(EMA), EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM TO FURTHER STRENGTHEN EMA'S ABILITY TO SUPPORT EMERGENCY MANAGEMENT ACTIVITIES AND THIS ITEM REQUIRES THE ACCEPTANCE AND EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $149,000.00 AND AMENDING THE FY 2009 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): $ 149,000.00 Federal thru State

Originating Department: **Office of Preparedness**

APPROVAL:

Dept. Head:	Robert Nations, Jr. 901-515-2601 (Print your name & phone #)	BN (Initials)	04/26/09 (Date)
Elected Official:	(Print your name & phone #)	(Initials)	(Date)
Division Director:	Grace Hutchinson 901-545-4429 (Print your name & phone #)	(Initials)	(Date)
CIP – A&F Director:	(Print your name & phone #)	(Initials)	(Date)
Finance Dept.:	Mike Swift 901-545-4269 (Print your name & phone #)	MSC (Initials)	4/29/09 (Date)
County Attorney:	Lisa Kelly (Print your name & phone #)	LK (Initials)	4/26/09 (Date)
CAO/Mayor:	James F. Huntzicker 901-545-4514 (Print your name & phone #)	(Initials)	(Date)

4/29/09

SUMMARY SHEET

I. Description of Item:

A resolution approving a Contract and amending the FY 2009 operating budget in the amount of $149,000.00 to provide resources to assist local governments to sustain and enhance all-hazards emergency management capabilities. This grant is a pass through grant from the State of Tennessee to Shelby County Government to be expended by the Emergency Management Agency.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $149,000.00 for the provision of pass through funding from the Emergency Management Performance Grant.

III. Contract Items:

Grant Agreement between the Military Department of Tennessee, Tennessee Emergency Management Agency and Shelby County.

IV. Additional Relevant Information:

The Emergency Management Performance Grant (EMPG) is a contract with Shelby County Government but the funds are to be expended by the City of Memphis Emergency Management Agency (EMA) to further strengthen their ability to support emergency management activities.

Administration recommends approval of this Resolution

ITEM NO: _____ PREPARED BY: Patrina Chambers

APPROVED BY: _____

A RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY OFFICE OF PREPAREDNESS AND THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $149,000.00 FOR THE EMERGENCY MANAGEMENT AGENCY (EMA) EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM TO FURTHER STRENGTHEN EMA'S ABILITY TO SUPPORT EMERGENCY MANAGEMENT ACTIVITIES AND THIS ITEM REQUIRES THE ACCEPTANCE AND EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS IN THE AMOUNT OF $149,000.00 AND AMENDING THE FY 2009 OPERATING BUDGET SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, The EMPG provides resources to assist local governments to sustain and enhance all-hazards emergency management capabilities; and

WHEREAS, The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds in the amount of $149,000.00 for the provision of pass-through funding to the City of Memphis, Emergency Management Agency; and

WHEREAS, It is necessary to amend Shelby County's FY 2009 Operating Budget in the amount of $149,000.00 for these purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the grant agreement with the Military Department of Tennessee and Tennessee Emergency Management Agency in the amount of $149,000.00 is hereby approved.

BE IT FURTHER RESOLVED, That the FY 2009 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 $149,000.00 for purposes contained in this resolution and to take proper credit in their accounting therefore.

BE IT FURTHER RESOLVED, This Resolution shall take immediate effect the public welfare requiring it.

_____
A C Wharton, Jr.
COUNTY MAYOR

Date: _____

ATTEST:

_____
CLERK OF COUNTY COMMISSION

ADOPTED: _____

CA09 05

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:
   Emergency Management Performance Grant (EMPG)
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Memphis Emergency Management Agency
   P.O. Box 111249
   Memphis, TN 38111
   VENDOR NO. 22713
   EOC NO. _____
5. COST OF ITEM OR SERVICE REQUESTED: $149,000.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: _____
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   524-200309-6637
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)
    _____

RECEIVED
2009 APR 29 AM 7:01
CONTRACTS ADMINISTRATION

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE 04/29/09

ELECTED OFFICIAL

DIVISION DIRECTOR — DATE

EXHIBIT A
Shelby County Government
Budget Attachment
FY 2009

524-200306 FY 2009 Emergency Management Performance Grant

Account	Description	Current Budget	Adjustment	Adjusted Budget
	4331 Federal Grants Thru State	-	(149,000)	(149,000)
	6637 Outside Contracts	-	149,000	149,000
		-		-
		-	-	-

GG011609

CONTRACT COVER

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

RFS Tracking #	Edison Contract ID #
34101-05609	
Service Caption	**Delegated Authority Requisition ID #** (ONLY if applicable)
EMERGENCY MANAGEMENT PERFORMANCE GRANT 2009-EP-E9-0052.	DG-09-24430-00/0000000057
Grantee	**Grantee FEIN**
SHELBY COUNTY	☒ C- 626000841

Begin Date	End Date	Subrecipient or Vendor	CFDA #(s)
10/1/08	9/30/09	☒ Subrecipient ☐ Vendor	97.042

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009		149,000.00			149,000.00
TOTAL:		149,000.00			149,000.00

— OCR Use —

Procuring Agency Contact & Telephone #

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

Procuring Agency Budget Officer Approval (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.)

Speed Code	Account Code
	71301000

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 subsidize emergency management, 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. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the Department of Homeland Security, Office of Domestic Preparedness, Federal Emergency Management Agency (FEMA) and the local Emergency Management Agency (EMA).

A.3. Each Grant will incorporate the PW as a part of Attachment 2.

A.4. 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;

b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and

c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on October 1, 2008 and ending on September 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

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 forty-nine thousand and 00/100 ($ 149,000.00). 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
EMPG Program
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.

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 federally 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 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 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