

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 11/14/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Acceptance of a grant from the Alabama Emergency Management Agency

Exact Wording for the Agenda:

Authorizing the Mayor to accept a grant from Alabama Emergency Management Agency.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This will provide funding for the training of Haz-Mat team members. 25% match provided by in-kind services.

Associated Cost: 6800.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Willie S. G.

Date: 10/21/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA Council Meeting Date: 11/14/2013

Department Contact: Bill Sizemore Phone # 5130

Contract or Agreement: 14 DOT

Document Name: Grant between the Alabama Emergency Management Agency and Huntsville-Madison...

City Obligation Amount: 6800.00

Total Project Budget: 34000.00

Uncommitted Account Balance:

Account Number: 01-5266-0510-13xx

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>State Other</u>	<u>Grant Name:</u>
<u>14 DOT</u>	<u></u>

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	10/22/13
2) Legal	<i>Ashley Clarke</i>	10/30/13
3) Finance <i>CE</i>	<i>[Signature]</i>	10/28/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the Alabama Emergency Management Agency, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Cooperative Agreement Alabama Emergency Management Agency Grant Program (14 DOT)" consisting of a total of four (4) pages, and the date of November 21, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 21st day of November, 2013.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 21st day of November, 2013.

Mayor of the City of Huntsville
Alabama



ROBERT BENTLEY
GOVERNOR

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495



ART FAULKNER
DIRECTOR

September 25, 2013

Mr. John E. Russell
Director
Madison County EMA
P.O. Box 308
Huntsville, AL 35901-0267

Dear Mr. Russell:

Attached is the Cooperative Agreement for the USDOT Hazardous Materials Emergency Preparedness (HMEP) Grant Program, 14DOT. The federal amount listed in the Agreement (\$27,200) represents a pass through of 80 percent of the amount received from the USDOT. Your matching requirement must be equal to or greater than \$6,800 (20%). Your total budget for this year's budget period is \$34,000. Please sign both copies of the Cooperative Agreement and return one to Charles Williams. Retain the other copy for your files.

When applicable, NIMS/ICS requirements will be used including Exercise Objectives, After Action Reports (AAR) with corrective actions, and a schedule of follow-up meetings. Objectives should be outlined in the Statement of Work (SOW) returned with the signed grant, also a schedule of deliverables, i.e. meetings, tabletops, training, and/or contracts, should be included with the SOW.

By signing the Agreement as a contractor/sub-grantee, you agree to comply with the applicable conditions as set forth in the General Terms and Conditions.

If you have any questions concerning this grant, please contact Charles Williams at 205/280-2222.

Sincerely,

Art Faulkner
Director

CW/nkd

pc: AEMA Administrative Division
AEMA Fiscal Branch
Field Coordinator

Attachments:
Cooperative Grant Agreements (2)

**COOPERATIVE GRANT AGREEMENT
 ALABAMA EMERGENCY MANAGEMENT AGENCY GRANT PROGRAM
 TERMS AND CONDITIONS**

1. FY 13	2. Amount of: Federal: \$27,200.00 Match: \$6,800.00 Total: \$34,000.00	3. Effective Date: October 1, 2013- September 1, 2014	4. Grant Number: 14 DOT Training
5. Agency Name & Address: Madison County EMA P.O. Box 308 Huntsville, AL 35804		6. Issuing Office & Address: Alabama Emergency Management Agency 5898 County Road 41 PO Drawer 2160 Clanton, AL 35046-2160	

- Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
- Cost Sharing for Planning and Training:** The recipient must provide 20 percent of the direct and indirect costs of all activities covered under the grant award with non-Federal funds. Recipients may either use cash (hard match), on-kind (soft-match) contributions or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR 110.60.
- Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements.
- Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.
- Project Implementation:** The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.
- Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Initial Here: 

 President of the City Council of the
 City of Huntsville, Alabama

Date: 11/21/2013

**COOPERATIVE GRANT AGREEMENT
ALABAMA EMERGENCY MANAGEMENT AGENCY GRANT PROGRAM
TERMS AND CONDITIONS**

8. **Bidding Requirements:** The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, i.e. copies of invoices, receipts or checks.
9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and Expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) The accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.
 - a) Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

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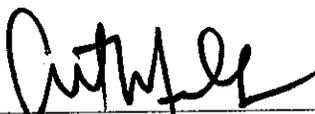
- b) **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from AEMA, the subgrantee shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse AEMA for payments made.
16. **Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
17. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subgrantee, contractors, subcontractors, assignees or successors.
18. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
19. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
20. **Debarment Certification:** With the signing of the grant application, the subgrantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" form.
21. **Drug-Free Workplace Certification:** This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency subgrantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
22. **Publications:** The subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "Publication of training materials was supported by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Grant No. HM-HMP-0374-13-01-00."
23. **Copyrightable Work:** Copyrightable work in a book or other copyrightable work, the Grantee or author may copyright the work, provided that the Grantee or author provides DOT a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes.
24. **Equipment:** Equipment purchases for this grant must be approved in the Scope of Work (SOW) prior to purchase. Purchases of expendables are authorized.
25. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

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26. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or "Special Conditions" placed on the grant award.
27. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.
28. Suspension or Termination of Funding: AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:
- a) Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b) Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c) Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d) Failure to submit reports on a quarterly basis and as otherwise required.
 - e) Filing a false certification in this application or other report or document.
 - f) Other good cause shown.

John E. Russell, Director
Madison County EMA



Art Faulkner, Director
Alabama Emergency Management Agency

Date

Date

Initial Here: 

Sizemore, Bill

From: Charles Williams <Charles.Williams@ema.alabama.gov>
Sent: Monday, October 07, 2013 11:01 AM
To: Sizemore, Bill
Subject: FW: Huntsville HMEP Award

Bill,

Listed below is the approved work plan by US DOT that shows the breakdown of the award. (Some equipment was not approved): Madison

Training

- The classes will be used to train the 51 members of the hazmat team and will be offered to the rest of the 400 department members.
 - Air Monitoring class, First responder operations – Contractual \$6,000.00
 - Advanced IQ class, First responder operations – Contractual \$6,000.00
 - Tank car specialty class- Contractual \$7,999.00
- Total Budget \$34,000.00
- In Kind Match of \$6,800.00 will consist of the salaries of the first responders.

Planning – (Exercise)

- A full scale exercise will be conduct to validate the training received early on in the grant period.
- Total Budget \$8,000.00
- In Kind match of \$1,600.00 will consist of the salaries of the first responders.

If you still have questions Bill, please give me a call.

Charles Williams
Administrative Division Chief

Office: 205-280-2222
Fax: 205-280-2492
Cell: 205-441-0678

From: Sandra Connell
Sent: Monday, October 07, 2013 10:32 AM
To: Charles Williams
Subject: FW: Huntsville HMEP Award

Just as a reminder in case you need to call. Thanks!

Sandra Connell
Alabama Emergency Management
Accounting Manager