CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 8/28/2014

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Grant from The Alabama Emergency Management Agency.

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with the 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 supplemental EMPG funding for FY 13.

Associated Cost: 10382.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 8/8/2014

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **EMA** Council Meeting Date: **8/28/2014**

Department Contact: **Bill Sizemore** Phone # **5130**

Contract or Agreement: **Cooperative Agreement Emergency Management Performance Grant 3EMS**

Document Name: **Cooperative Agreement Emergency Management Performance Grant (EMPG)**

City Obligation Amount: **10382.00**

Total Project Budget: **10382.00**

Uncommitted Account Balance:

Account Number: **01-5266-xxxx-1313**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

State Other 3EMS	**Grant Name:** CFDA # 97.042

Department	Signature	Date
1) Originating	Bill Sizemore	8/11/14
2) Legal		
3) Finance		8/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 14-_____

WHEREAS, the Alabama Emergency Management Agency (AEMA) wishes to provide funding for the Emergency Management Performance Grant (EMPG) in the amount of $10382.00 to support emergency management in Madison County; and

WHEREAS, the Huntsville-Madison County Emergency Management Agency will administer said grant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor is authorized to execute the Cooperative Agreement, on behalf of the Huntsville-Madison County Emergency Management Agency, said agreement consisting of seven (7) pages and identified as Cooperative Agreement Emergency Management Performance Grant.(EMPG)

ADOPTED this the 28th day of August 2014.

_____

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

APPROVED this the 28th day of August 2014.

_____

Mayor of the City of
Huntsville, Alabama

COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

1. Grantee: Madison Co. EMA

2. Effective Dates: 10/01/12 - 12/31/13

3. Issuing Agency: Alabama EMA
5898 County Road 41
P.O. Drawer 2160
Clanton, AL 35046-2160

4. CA Number: 3EMS

5. Federal: Allocation

Total Federal 25% Allocation:	$10382.00

6. CFDA #: 97.042

Subgrantee has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "**Fiscal Year 2013 Emergency Management Performance Grants (EMPG)**" and concurs with the terms and conditions contained therein. Please reference the following websites for EMPG Program Guidance to ensure you are in compliance http://www.fema.gov/media-library-data/8d0439562c89644a68954505a49cbc77/FY_2013+Emergency+_Management_Performance_Grant_Fact+Sheet+-Final.pdf or www.rkb.us. Also reference AEMA 2013 EMPG Guidance for Counties located on the AEMA County Intranet.

Subgrantee agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) **all** claims relating to this grant will be submitted by October 30, 2014; (6)information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, equipment, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with the Department of Homeland Security rules regarding the ISIP, the BSIR, and other provisions of this grant.

Subgrantee agrees that, as a recipient of a Federal contract and/or grant, federal funds will not be expended for cost incurred to encourage, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action to increase the appropriation for EMPG funding or to amend any restrictions placed on EMPG funding. Subgrantee also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with ten days' notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Certification By County Official Authorized To Sign:
I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.

Art Faulkner, Director Alabama Emergency Management Agency	Local EMA Director/Coordinator	Chief Elected Official
APR 10 2014		
Date	Date	Date

1. **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.

2. **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.

3. **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.

4. **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.

5. **Reporting Requirements:** The subgrantee agrees to complete the Bi-Annual Strategy Implementation Report (BSIR) each January and July until the end of the grant period. The subgrantee agrees to complete the quarterly performance reports.

6. **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.

7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of $450.00 per day.

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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. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service**.

10. **Term 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 that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. 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.

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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 $5,000.00 or more per unit.
    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. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.

17. **Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

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18. **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 subgrantees, contractors, subcontractors, assignees or successors.

19. **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.

20. **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."

21. **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.

22. **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 the 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.

23. **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.

24. **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.

25. **Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed on the grant award by AEMA. Failure to comply could result in a "Stop Payment" being placed on the grant.

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26 **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 Appropriation Act issued thereunder, 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 semi-annual basis and as otherwise required.

e. Filing a false certification in this application or other report or document.

f. Other good cause shown.

27. **National Incident Management System (NIMS):** The subgrantee agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subgrantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.

28. **Alabama Mutual Aid System Agreement (AMAS):** The subgrantee agrees to remain a party to the Alabama Mutual Aid System Agreement.

29. **Emergency Operations Plan (EOP):** In accordance with FY 13 Federal Emergency Management Performance Grant Guidance the subgrantee agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released September 2010. The subgrantee shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operations plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subgrantees must update their EOPs once every two years.

30. **Plan Analysis Tool:** In accordance with FY 13 Federal Emergency Management Grant Guidance the subgrantee agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at http://www.fema.gov/plan. The subgrantee is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.

31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 13 Federal Emergency Management Performance Grant Guidance all subgrantees shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).

32. **Exercise Requirement:** In accordance with FY 13 Federal Emergency Management Performance Grant Guidance subgrantee agrees that all personnel funded from this grant, shall participate in no less than three exercises in a 12 month period. And an After Action Report/Improvement Plan (AAR/IP) will be completed and submitted to hseep@dhs.gov and **aemaempg@ema.alabama.gov** after conduct of said exercise.

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33. **Training Requirement:** In accordance with FY 13 Federal Emergency Management Performance Grant Guidance subgrantee agrees that all personnel funded from this grant, shall complete the following training requirements, record proof of completion, and forward proof to completion to AEMA.

NIMS Training:	**FEMA Professional Development Series:**
IS 100	IS 120
IS 200	IS 230
IS 700	IS 235
IS 800	IS 240
	IS 241
	IS 242
	IS 244

Previous versions of the IS courses meet the NIMS training requirements. A complete list of Independent Study Program Courses may be found at http://training.fema.gov/is.

34. **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents, describing projects or programs funded in whole or in part with Federal funds.

35. **Meeting Requirement:** All recipients agree that they will attend the two mandatory meetings scheduled by AEMA Director or his designee.

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