CHAMBERS COUNTY COMMISSION MEETING.....NOVEMBER 16, 2016

The Chambers County Commission met on Wednesday, November, 2016, at 4:00 P.M. CST with the following members in attendance: Chairman Joe Blanks, Commissioners Charlie Williams, Douglas Jones, Samuel Bradford, David Eastridge and Debbie Wood. Engineer Harvill, County Attorney McCoy and County Manager Chambers were also present.

SWEARING IN OF NEW & RE-ELECTED COMMISSIONERS

Attorney McCoy swore in newly elected Commissioners Samuel Bradford, Douglas Jones and Re-elected Commissioner Charlie Williams. Attorney McCoy stated that the first County Commissioner was sworn in 1833 which was 183 years ago. The families of Commissioners Bradford, Jones and Williams were in attendance.

CHAIRMAN AND VICE CHAIRMAN ELECTION

Attorney McCoy conducted the Chairman and Vice Chairman Election. McCoy informed that there could not be any private or secret votes cast for Chairman or Vice Chairman. McCoy advised that there are two voting methods for the Commission to consider: the majority, where a candidate would have to receive four out of the six votes cast to be elected or plurality, where a candidate with the most votes would be elected. McCoy asked which method the commission preferred. Unanimously the commissioners sought to utilize the majority voting method. The majority voting method was then used. A ballot was given to each commissioner with a list of names. Each commissioner was asked to vote and sign the ballot where requested. The ballots are public record and placed in the minutes (see pages 1158 - 1169). County Manager Chambers, Assistant County Clerk Foster and Attorney McCoy then tabulated the votes and read the results.

Chairman Election – 1st Ballot – The votes were as follow:

Commissioner Charlie Williams voted for Commissioner Wood

Commissioner Douglas Jones voted for Commissioner Wood

Commissioner Joe Blanks voted for Commissioner Wood

Commissioner Samuel Bradford voted for Commissioner Wood

Commissioner David Eastridge voted for Commissioner Wood

Commissioner Debbie Wood voted for Commissioner Wood

Commissioner Wood received the majority of the votes with six votes. Commissioner Wood was thus elected Chairman.

Vice-Chairman Election - 1st Ballot – The votes were as follow:

Commissioner Charlie Williams voted for Commissioner Williams

Commissioner Douglas Jones voted for Commissioner Williams

Commissioner Joe Blanks voted for Commissioner Williams

Commissioner Samuel Bradford voted for Commissioner Williams

Commissioner David Eastridge voted for Commissioner Williams

Commissioner Debbie Wood voted for Commissioner Williams

Commissioner Williams received the majority of the votes with six votes. Commissioner Williams was thus elected Vice-Chairman.

Chairman Wood called the meeting to order. Commissioner Blanks led the pledge of allegiance and Commissioner Eastridge gave the invocation. Assistant County Clerk Foster conducted a roll call. The results of the roll call were as follow: District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present

PUBLIC COMMENTS FROM CITIZENS

Mr. David Crawford, CEO of U.S. Next gave a short website demonstration to commissioners and passed out some information. Chairman Wood suggested that Mr. Crawford bring a full presentation to the Rules, Ways and Means Committee.

PUBLIC COMMENTS FROM ELECTED OFFICIALS

Commissioner Bradford stated that he was honored to sit in this seat. He stated that his father-n-law served as commissioner in the 40's & 50's, and it was an honor to represent the citizens of District 4 and Chambers County and that he looks forward to working with the commission. Commissioner Jones stated that it is an honor for him to serve District 2. Further, that he is grateful for the opportunity and he looks forward to working with the commissioners not only District 2 but the county as a whole.

Commissioner Williams stated that on part of himself and the commission he would like to welcome Commissioner Jones and Commissioner Bradford and he looks forward to working with them and that we will have a great time.

Chairman Wood stated that it is an exciting time for us and we look forward to getting to know each other and have a great working relationship.

MINUTES AND WARRANTS PAYABLE

Commissioner Eastridge motioned to adopt the October 17, 2016, minutes and warrants payable. Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote (Commissioners Bradford and Jones abstained).

RESOLVED: "To approve the October 17, 2016, minutes and warrants payable."

AGENDA APPROVAL

Commissioner Williams motioned to approve the agenda and Commissioner Eastridge seconded the motion. It was **approved** by the **"I"** vote. (Commissioners Bradford and Jones abstained).

RESOLVED: "To approve the November 16, 2016, agenda."

COOPERATIVE AGREEMENT AWARD #6ICL
DONNIE SMITH, 911 DIRECTOR

To allow the Chairman to sign the Cooperative Agreement Award #6ICL. Commissioner Blanks motioned to allow the Chairman to sign the Cooperative Agreement Award #6ICL (see pages 1170 - 1181). Commissioner Jones seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To allow the Chairman to sign the Cooperative Agreement Award #6ICL (see pages 1170 - 1181)."

DECLARE A WHITE 2005 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare a White 2005 Ford Crown Vic VIN: 2FAFP71W35X141466 as surplus. Commissioner Eastridge motioned to approve the amendment and Commissioner Blanks seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a White 2005 Ford Crown Vic VIN: 2FAFP71W35X141466 as surplus."

DECLARE A GOLD 2006 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare a Gold 2006 Ford Crown Vic VIN: 2FAFP71W56X144578 as surplus. Commissioner Bradford motioned to approve the amendment and Commissioner Jones seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a Gold 2006 Ford Crown Vic VIN: 2FAFP71W56X144578 as surplus."

DECLARE A WHITE 2007 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare a White 2007 Ford Crown Vic VIN: 2FAFP71W57X101229 as surplus. Commissioner Williams motioned to approve the amendment and Commissioner Jones seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a White 2007 Ford Crown Vic VIN: 2FAFP71W57X101229 as surplus."

DECLARE A BROWN 2008 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare a Brown 2008 Ford Crown Vic VIN: 2FAFP71V18X156589 as surplus. Commissioner Jones motioned to approve the amendment and Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a Brown 2008 Ford Crown Vic VIN: 2FAFP71V18X156589 as surplus."

DECLARE A BROWN 2009 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare ae Brown 2009 Ford Crown Vic VIN: 2FAHP71V49X126092 as surplus. Commissioner Bradford motioned to approve the amendment and Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a Brown 2009 Ford Crown Vic VIN: 2FAHP71V49X126092 as surplus."

DECLARE A BROWN 2010 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare a Brown 2010 Ford Crown Vic VIN: 2FABP7BV5BX148886 as surplus. Commissioner Williams motioned to approve the amendment and Commissioner Blanks seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a Brown 2010 Ford Crown Vic VIN: 2FABP7BV5BX148886 as surplus."

DECLARE A BROWN 2011 FORD CROWN VIC AS SURPLUS
RICHARD CARTER, CHIEF DEPUTY

To declare a Brown 2011 Ford Crown Vic VIN: 2FABP7BV1BX148884 as surplus. Commissioner Eastridge motioned to approve the amendment and Commissioner Bradford seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To declare a Brown 2010 Ford Crown Vic VIN: 2FABP7BV1BX148884 as surplus."

AMEND THE DRUG TASK FORCE FUND (166)
COUNTY MANAGER CHAMBERS

To amend the 166 (Drug Task Force) Fund ~ Budgeted $60,500 in revenues and $60,000 for expenditures. The amount of the grant awarded was $50,000. Decreasing revenues by $10,000 to $50,500 and decreasing expenditures by $10,000 to $50,000 (see pages 1182 - 1184). Commissioner Eastridge motioned to approve the amendment and Commissioner Blanks seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To amend the 166 (Drug Task Force) Fund ~ Budgeted $60,500 in revenues and $60,000 for expenditures. The amount of the grant awarded was $50,000. Decreasing revenues by $10,000 to $50,500 and decreasing expenditures by $10,000 to $50,000 (see pages 1182 - 1184)."

ENGAGEMENT LETTER WITH JACKSON THORNTON
ATTY SKIP MCCOY

County attorney Skip McCoy requested approval of the Engagement letter with Jackson Thornton and to authorize the Chairman to execute same (see pages 1185 - 1187). This comes from committee with a first and a second. Commissioner Wood abstained from voting on this as she advised her daughter now worked for Jackson Thornton. It was **approved** by the **"I"** vote.

RESOLVED: "To approve the Engagement letter with Jackson Thornton (see pages 1185 - 1187)."

BOARD APPOINTMENT TO CCDA
COMMISSIONER JOE BLANKS

Commissioner Joe Blanks requested to appoint Mr. Kim Langley to the Chambers County Development Authority Board to replace Mr. Sam Bradford, waiving the first reading on said appointment. It was **approved** by the **"I"** vote.

RESOLVED: "To appoint Mr. Kim Langley to the Chambers County Development Authority Board to replace Mr. Sam Bradford."

STAFF REPORTS

County Attorney McCoy reminded the commission of the public hearing at 3:45 on November 21st prior to the Commission meeting in regards to the Petition to Vacate Roadway for AL Solar & Torbert Family. Attorney McCoy requested to set a public hearing for December 5th at 3:45 in regards to the refinance of our 2008 General Obligation Warrants pursuant to Constitutional Amendment 772. Commissioner Bradford motioned to set the public hearing and Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote.

County Engineer Harvill informed the commission of a resent bridge closure that was made within the county and a letter that was sent out to the residences along that road, each commissioner has photos of the bridge to show the condition of the bridge. Repairs have been made by the railroad in the past although; the repairs that need to be made at this time caused the road to have to be closed. There is a detour route for the residences on this road; there is no definitive date when the railroad will make the repairs. He stated that he has not been able to get in touch with anyone at the railroad. Chairman Wood stated that the last time Congressman Mike Rogers' office got involved and she suggested he should be involved as quickly as

possible. Commissioner Bradford asked Engineer Harvill if he anticipates this structure to be totally replaced or repaired. Engineer Harvill states that it will be repaired and once it is repaired the weight limit will be posted. Commissioner Williams asked how it came to be that we do the inspections. Engineer Harvill stated that he did not know. Chairman Wood asked had all the 911 Districts been notified, Harvill stated that they were notified as soon as the road was closed. Commissioner Eastridge asked about Cherry Drive in Lanett, as it had opened a few weeks ago. The contractor is still working on 11th Street, it is not paved as of yet, but they are making the final preparations to do so.

Chairman Wood announced that Wednesday, November 21st the Public Hearing would be at 3:45 p.m. and the next Commission meeting would be at 4:00 p.m. CST. Commissioner Williams will be presiding over the meeting.

MEETING ADJOURNED

I have read the minutes and reviewed the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman Debbie Wood _____

Commissioner Charlie Williams _____

Commissioner Douglas Jones _____

Commissioner Joe Blanks _____

Commissioner Samuel Bradford _____

Commissioner David Eastridge _____

ROUND 1

CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	✓

Done this 16th day of November, 2016.

Signature of Voting Commissioner

ROUND 1

CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	✓

Done this 16th day of November, 2016.

Signature of Voting Commissioner

ROUND 1

CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	X

Done this 16th day of November, 2016.

Joe Blanks

Signature of Voting Commissioner

ROUND 1

CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	✓

Done this 16th day of November, 2016.

Sam Bradford

Signature of Voting Commissioner

ROUND 1

CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	X

Done this 16th day of November, 2016.

David Eastridge

Signature of Voting Commissioner

ROUND 1

CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	✓

Done this 16th day of November, 2016.

Debbie H. Wood

Signature of Voting Commissioner

ROUND 1

VICE-CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	✓
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	

Done this 16th day of November, 2016.

Signature of Voting Commissioner

ROUND 1

VICE-CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	✓
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	

Done this 16th day of November, 2016.

Signature of Voting Commissioner

ROUND 1

VICE-CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	X
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	

Done this 16th day of November, 2016.

Joe Blanks

Signature of Voting Commissioner

ROUND 1

VICE-CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	✓
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	

Done this 16th day of November, 2016.

Sam Bradford

Signature of Voting Commissioner

ROUND 1

VICE-CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	X
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	

Done this 16th day of November, 2016.

David Eastridge

Signature of Voting Commissioner

ROUND 1

VICE-CHAIRMAN ELECTION

District 1	Commissioner Charlie L. Williams	X
District 2	Commissioner Doug Jones	
District 3	Commissioner Joe L. Blanks	
District 4	Commissioner Samuel Bradford	
District 5	Commissioner David Eastridge	
District 6	Commissioner Debbie H. Wood	

Done this 16th day of November, 2016.

Debbie H Wood

Signature of Voting Commissioner

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 / P.O. BOX 304115 / MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 / ALEA.GOV

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

October 3, 2016

Donnie Smith
Chambers County EMA
PO Box 66
Lanett, Alabama 36863-0066

Dear Mr. Smith,

This letter is notification that the Chambers County EMA Office has been awarded an allocation under Interoperable Communications from the Alabama Law Enforcement Agency (ALEA) under the FY2016 Homeland Security Grant Program. Allocations made under this grant program is for the purpose of conducting exercises, receiving training or the purchase of equipment and services for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office and two (2) copies of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement and Budget Detail Worksheet to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

Submission of the Cooperative Grant Agreement and Budget Detail Worksheet it is agreed that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is December 1, 2016 and end date is June 30, 2018.

All AMAS teams that receive allocation under Homeland Security Grant Program are required to submit quarterly reporting and any administrative required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

Shirrell Roberts

Shirrell Roberts,
Director Homeland Security

CC: Jeb Hargrove, AEMA

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Sub-Grantee Name & Address: Chambers County EMA P.O. Box 66 Lanett, AL 36863-0066		**2. Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	**4. Amount of:** Federal: $11,000.00 Total: $11,000.00	**5. Effective Dates** Begin: 12/1/2016 End: 6/30/2018	**6. Award Number:** 6ICL

Chambers County EMA is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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 Code of Federal Regulation referenced above.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA 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 Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use Federal Homeland Security Grant Program 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 sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.

5. Project Implementation: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award 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 individual consultants/contractors 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.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee'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 awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee 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 award and the expenditure of funds for each award;

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;

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.

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STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used 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. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

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 sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients 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 agreement 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 cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient 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 state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. 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.

25. Fiscal Regulations: The fiscal administration of awards 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 ALEA guidelines or "Special Conditions" placed on the award.

26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

Initial Here _____

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient 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 award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

Initial Here _____

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

Initial Here _____

CFDA TITLE: Homeland Security Grant Program
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STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

34. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Fax Number:

Mobile Number:

E-Mail Address:

Signature: Date:

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Stan Stabler

Title: Secretary, Alabama Law Enforcement Agency

Signature: Stan Stabler Date: 10/3/2016

Initial Here _____

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING
   As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

   A. No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

   B. If any funds other than Federal 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 Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

   As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

   A. The applicant certifies that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

      (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

      (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

      (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

   B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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CFDA TITLE: Homeland Security Grant Program
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CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES **RECEIVING $50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation and employee assistance programs, and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		

2. Audit will be submitted to ALEA Accounting Office by:		
	(Date)	

NOTE: The audit or written certification must be submitted to ALEA, ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

Initial Here _____

Chambers County Commission
Budget Revision Request Form

Department / Division: Commission Office

Contact Person (print): Regina Chambers Title/Position: County Manager

Fund Name: Drug Task Force Fund # 166

Account #	Expenditure/ Object Code	Description	Approved Amount	Requested Amendments (+ / -)	Revised Budget
			Total of the requested amendments	**$300**	

	Approved Budget Totals	+ / - Amendments	Revised Budget Totals
Revenues	$60,500.00	-$10,000.00	$50,500.00
Transfers In	$0.00	-	$0.00
Expenditures	$60,000.00	-$10,000.00	$50,000.00
Transfers Out	$0.00	-	$0.00
Fund Balance	$0.00	-	$0.00

Justification (attach additional pages if necessary): Budgeted $60,500 in revenues and $60,000 for expenditures. The amount of the grant awarded was $50,000. Decreasing revenues by $10,000 to $50,500 and decreasing expenditures by $10,000 to $50,000. The attached sheet reflects the overall budget changes.

Signature: Regina Chambers **Date Submitted:** 11/16/2016

Committee Recommend: NA **Date Fwd to Commission:** 11/16/2016

Date App by Commission: _____ **Attest:** _____

DRUG TASK FORCE FUND

		2016~2017 Approved Budget	2016 ~ 2017 Amended Budget
166.44721	DTF ADECA/LETS SUPPORT	$ 60,000.00	$ 50,000.00
166.47100	DTF INTEREST REVENUE	$ 500.00	$ 500.00
	TOTAL DRUG TASK FORCE FUND REVENUES	**$ 60,500.00**	**$ 50,500.00**

166.52960.116	DTF OVERTIME	$ 29,000.00	$ 22,638.00
166.52960.190	DTF PROFESSIONAL SERVICES	$ 8,100.00	$ 8,100.00
166.52960.219	DTF OTHER MISC SUPPLIES	$ 1,954.15	$ 1,500.00
166.52960.222	DTF LEASE-COMPUTER & SOFTWARE	$ 5,178.00	$ 5,178.00
166.52960.228	DTF OFFICE RENTAL	$ 3,000.00	$ 3,000.00
166.52960.229	DTF-POST OFFICE BOX RENT	$ 84.00	$ 88.00
166.52960.235	DTF SOFTWARE MAINTENANCE	$ 400.00	$ 400.00
166.52960.251	DTF TELEPHONE	$ 6,684.00	$ 6,684.00
166.52960.258	DTF INTERNET SERVICE	$ 2,412.00	$ 2,412.00
166.52960.262	DTF TRAVEL	$ 2,000.00	$ -
166.52960.549	DTF CAPITAL OUTLAY	$ 1,187.85	$ -
	TOTAL DRUG TASK FORCE FUND EXPENSES	**$ 60,000.00**	**$ 50,000.00**

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

October 28, 2016

The Honorable Joe L. Blanks
Chairman of Chambers County Commission
#2 South Lafayette Street
Lafayette, AL 36862

Dear Chairman Blanks:

RE: Fifth Judicial Circuit Drug Task Force
15-DJ-04-026
Amount: $50,000.00

I am pleased to notify you that I have approved the above-referenced grant, which will provide funding from the Edward Byrne Memorial Justice Assistance Grant program.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Law Enforcement and Traffic Safety Division of ADECA if you have questions or need assistance.

Sincerely,

Robert Bentley

Robert Bentley
Governor

RB:JB:wmb

JACKSON THORNTON
CERTIFIED PUBLIC ACCOUNTANTS | CONSULTANTS

T 334 834 7660
F 334 956 5090

P.O. BOX 96
MONTGOMERY,
ALABAMA
36101-0096

200 COMMERCE
STREET
MONTGOMERY,
ALABAMA
36104-2591

Alabama
Montgomery
Auburn/Opelika
Dothan
Prattville
Wetumpka
Tennessee
Nashville

October 18, 2016

Chambers County Commission
Regina N. Chambers
County Manager
2 South Lafayette Street
Lafayette, Alabama 36862

Re: Engagement arrangements for client accounting services

Dear Mrs. Chambers:

This letter is to explain our understanding of the arrangements for the services we may be requested to perform for Chambers County, Alabama (the County). We ask that you confirm this understanding.

1. Bookkeeping Services

We will perform bookkeeping services using information provided by you or your representative. We will neither audit nor otherwise verify the data submitted to us although we may ask for clarification.

We will advise you about the appropriate accounting principles and their application and will assist you in the preparation of your financial records, but the responsibility for the records remains with you. As part of preparing the general ledger, we may propose standard, adjusting, or correcting journal entries. We will provide these journal entries for your review and approval. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the general ledger and financial statements. If, while reviewing the journal entries, you determine one is inappropriate, it will be your responsibility to contact us to correct it.

Other Terms of our Engagement

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts, should any exist. However, we will inform the appropriate level of management of any errors and any evidence of fraudulent financial reporting or misappropriation of assets that come to our attention. In addition, we will inform the appropriate level of management of any illegal acts that come to our attention, unless they are clearly inconsequential.

All of the information included in the financial statements is the representation of management. We direct your attention to the fact that management has the responsibility for (a) establishing and maintaining effective internal control over financial reporting, including monitoring ongoing activities, (b) the proper recording of the transactions in the books of account, (c) the safeguarding of assets, (d) the substantial accuracy of the financial statements, (e) prevention and detection of fraud, and (f) identifying and ensuring that you comply with the laws and regulations applicable to its activities.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

You are responsible for retaining these records for the minimum time periods required by federal, state, and local governments.

You are responsible for overseeing these services, evaluating the adequacy and accepting the results of these services, and for making all management decisions with respect to the services.

Our fees for these services will be billed periodically. Such bills are payable on presentation and a late charge of 1½% per month will be imposed for any portion of the billed amount not paid within 30 days of the bill date. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill date. In the event of suspension of our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance and all late charges are paid in full.

The County hereby indemnifies Jackson Thornton & Co., P.C. and its principals and employees and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management, regardless of whether such person was acting in the County's interest. This indemnification will survive termination of this letter.

It is agreed by the County and Jackson Thornton & Co., P.C. or any successors in interest that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be asserted more than two years after the date of the last compilation report issued by Jackson Thornton & Co., P.C.

The County waives any claim for punitive damages. Jackson Thornton & Co., P.C.'s liability for all claims, damages, and costs of the County arising from this engagement is limited to the amount of fees paid by the County to Jackson Thornton & Co., P.C. for the services rendered under this engagement letter.

In the event we are requested or authorized by the County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the County, the County will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate Jackson Thornton & Co., P.C. for any additional costs incurred as a result of the County's employment of a principal or professional employee of Jackson Thornton & Co., P.C.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This letter constitutes the complete and exclusive statement of agreement between Jackson Thornton & Co., P.C. and the County, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements, as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

JACKSON THORNTON & CO., P.C.

Confirmed on behalf of the addressee:

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