

CHAMBERS COUNTY COMMISSION MEETING**AUGUST 22, 2016**

The Chambers County Commission met on Monday, August 22, 2016, at 4:00PM CST with the following members present: Commission Chairman, Joe Blanks, Commissioners, Debbie Wood, Charlie Williams, Henry Osborne, and David Eastridge. Commissioner James Brown was absent. County Engineer Harvill, County Manager Chambers and County Attorney McCoy were also present.

Chairman Blanks called the meeting to order. Commissioner Williams led the pledge of allegiance and Commissioner Eastridge gave the invocation. Linda Anderson, County Clerk, conducted a roll call to establish a quorum. District 1 – Present, District 2 – Absent, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present; County Attorney McCoy – Present.

PUBLIC COMMENTS FROM CITIZENS

Stanley Autrey addressed the Commission about conditions on County Road 281.

Lynn Oliver was in attendance representing the City of LaFayette and LaFayette Rotary Club requesting use of the Courthouse facilities on December 10, 2016, for the Christmas Festival. She also asked if the Committee and students could put the trees up in the Courthouse earlier in November. Attorney McCoy asked if that could be done after the November election. Ms. Oliver said yes. Ms. Oliver is to come back with final dates and worker information to be approved at the next meeting.

COMMENTS FROM ELECTED OFFICIALS

Commissioner Wood asked that Commissioner Brown and son, Justin, be remembered for health issues.

Commissioner Osborne said that there would be an External Affairs Committee meeting on Tuesday, August 30, 2016, beginning at 10:00am ET at Attorney McCoy's office.

Commissioner Wood said that there would be a Rules, Ways and Means Committee meeting on Tuesday, August 30, 2016, beginning at 9:30am ET at Attorney McCoy's office.

AWARDS, PROCLAMATIONS & PRESENTATIONS

Chairman Blanks recognized Commissioner Debbie Wood for her reappointment to the NACO Board of Directors and for graduating Auburn University Local Government Training Institute.

Chairman Blanks recognized Amy Edmondson for receiving a certificate for completing ACCA Administration classes.

Chairman Blanks recognized Sherri Foster for receiving a certificate for completing ACCA Administration classes.

Chairman Blanks recognized Assistant Engineer Daniel Lundy for receiving a certificate for completing County Engineering Administration classes.

Commissioner Wood read a proclamation on behalf of the Teal Magnolias declaring September 2016, as Ovarian and Gynecologic Cancer Awareness Month (Page 959).

APPROVAL OF MINUTES AND WARRANTS PAYABLE

Commissioner Eastridge motioned to adopt the August 1, 2016, minutes and warrants payable and Commissioner Osborne seconded it. It was **approved** by the “I” vote.

RESOLVED: “To adopt the August 1, 2016, minutes and warrants payable”

AGENDA APPROVAL

Commissioner Williams motioned for the August 22, 2016, agenda to be approved. Commissioner Wood seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To approve the August 22, 2016 agenda”

NEW BUSINESS

COUNTY MANAGER REGINA CHAMBERS

County Manager Chambers presented a resolution to approve the 2016/2017 Lee County Youth Development Center contract for services and juvenile beds (Pages 960-967). The annual amount is \$66,430.00 which is a 10.44% increase from last year. Commissioner Wood motioned for the resolution. Commissioner Osborne seconded it. It was **approved** by the “I” vote.

RESOLVED: “To approve the 2016/2017 Lee County Youth Development Center contract for services and juvenile beds for the annual amount of \$66,430.00”

County Manager Chambers asked for a resolution to approve a budget amendment for the Jail 541 Supplemental Fund increasing the Securus Tech revenue line item by \$3,000.00 and the jail supplemental expense line item by \$3,000.00 (Page 968). Commissioner Eastridge motioned for the resolution. Commissioner Osborne seconded it. It was **approved** by the “I” vote.

RESOLVED: “To approve a budget amendment for the Jail 541 Supplemental Fund increasing the Securus Tech revenue line item by \$3,000.00 and the jail principal expense line item by \$3,000.00”

County Manager Chambers presented a resolution approving an agreement with ADECA for \$200,000.00 for Appalachian Regional Commission funds to supplement the Community Development Block Grant CY-CM-PF-15-002, ARC Project #18434-302-16, which is the Standing Rock Water project (Pages 969-991). The total

Federal award is \$550,000.00. Commissioner Williams motioned for the resolution. Commissioner Wood seconded it. It was **approved** by the “**I**” vote.

RESOLVED: “To approve an agreement with ADECA for \$200,000.00 for Appalachian Regional Commission funds to supplement the Community Development Block Grant CY-CM-PF-15-002, ARC Project #18434-302-16”

E911 DIRECTOR DONNIE SMITH

E911 Director Donnie Smith asked for a resolution approving Chairman Blanks and him to sign for the Supplemental Federal EMPG FY 2016 funding grant in the amount of \$12,000.00 (Pages 992-997). Commissioner Eastridge motioned for the resolution. Commissioner Wood seconded it. It was **approved** by the “**I**” vote.

RESOLVED: “To approve E911 Director Smith and Chairman Blanks to sign for a Supplemental Federal EMPG FY 2016 funding grant in the amount of \$12,000.00”

E911 Director Donnie Smith asked for a resolution approving sub-award agreements for FY2016 EMPG grant in the amount of \$31,817.00 and for he and Chairman Blanks to sign it (Pages 998-1003). Commissioner Osborne motioned for the resolution. Commissioner Williams seconded it. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the sub-award agreement for the FY2016 EMPG grant agreement in the amount of \$31,817.00 and for Director Smith and Chairman Blanks to sign it”

ENGINEER HARVILL

Engineer Harvill requested a resolution coming from the Rules, Ways and Means Committee to amend the gasoline budget, Fund 111, to reflect a decrease in total revenue and transfers in from \$5,142,564.68 to \$4,693,569.33 (Page 1004). It was **approved** by the “**I**” vote.

RESOLVED: “To amend the gasoline budget, Fund 111, to reflect a decrease in total revenue and transfers in from \$5,142,564.68 to \$4,693,569.33”

Engineer Harvill requested a resolution coming from the Rules, Ways and Means Committee to amend the gasoline budget, Fund 111, to reflect a decrease in expenditures from \$5,142,564.68 to \$4,693,569.33 (Page 1004). It was **approved** by the “**I**” vote.

RESOLVED: “To amend the gasoline budget, Fund 111, to reflect a decrease in expenditures from \$5,142,564.68 to \$4,693,569.33”

COUNTY ATTORNEY SKIP MCCOY

County Attorney McCoy updated the Commission on the Shelton Fireworks Public Hearing regarding the Shelton Fireworks petition to be annexed into the Chambers County Industrial Park. He said the acreage plat irregularity presented had been cleared up and that the revised plat of 6.224 acres reflected property, all of which was in Chambers County. He further stated that the Chambers County Development Authority was the

governing authority as to the Chambers County Industrial Park and that their Board resolved not to allow the Shelton property to be annexed therein since it was not a manufacturing entity, as all the others were. Attorney McCoy spoke with the Shelton attorney and informed her of the Board decision and told her that Mr. Shelton could request industrial park status as a separate entity apart from the other if he so desired. If that is the case, rules and regulations would be worked out at a later date.

STAFF REPORTS

Engineer Harvill gave an update on the bridge project on County Road 92, which should be completed by next week. He also stated the work on the Walking Trail at the Agriculture Park was going well. There was a bridge that was closed this weekend on County Road 179 due to a hole, but that has been repaired and the bridge reopened.

Attorney McCoy gave an update on the 2015 financials. He said the Jackson Thornton accountants have advised that they should have all completed by the end of the week. This would allow County Manager Chambers and Attorney McCoy to go forward with Mr. Jolly on the bond issues for jail construction.

Attorney McCoy introduced Jake Key who joined the Johnson Caldwell and McCoy Law Firm August 2, 2016.

Chairman Blanks reminded everyone of the next meeting, Tuesday, September 6, 2016, at 4:00 pm CST.

There was no further business, the meeting adjourned.

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

Chairman Joe Blanks _____

Commissioner Charlie Williams _____

Commissioner Debbie Wood _____

Commissioner David Eastridge _____

Commissioner Henry Osborne _____

Commissioner James Brown _____ **ABSENT**

PROCLAMATION



STATE OF ALABAMA
CHAMBERS COUNTY

OVARIAN AND GYNECOLOGIC CANCER AWARENESS MONTH

WHEREAS, ovarian and gynecologic cancers are among the leading cancer killers of women in the United States, and more than 98,000 women will be diagnosed, and more than 30,000 women will die from these diseases this year; and

WHEREAS, the good health and well-being of women in our city and state are enhanced by increased awareness about ovarian and gynecologic cancers and their symptoms and treatments; and

WHEREAS, it is critical for women, physicians and all healthcare providers to recognize the risk factors and symptoms of ovarian and gynecologic cancers and to remember the importance of early detection in preventing and treating these diseases; and

WHEREAS, continued progress in the battle against ovarian and gynecologic cancers requires increased awareness and education, and all educators, service providers, researchers and advocacy groups are urged to work together to inform more women about ovarian and gynecologic cancers and to educate women in Chambers County and the State of Alabama about screening services; and

WHEREAS, it is also crucial that all women in Chambers County and the State of Alabama take an active role in learning the symptoms and risk factors associated with ovarian and gynecologic cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages;

NOW, THEREFORE, be it proclaimed by the Chambers County Commission, we do hereby proclaim September 2016, as *OVARIAN AND GYNECOLOGIC CANCER AWARENESS MONTH* throughout Chambers County and encourage all citizens to work together to raise awareness of ovarian and gynecologic cancers.

IN WITNESS WHEREOF, We have hereunto set our hands this 22nd day of August in the year of our Lord two thousand and sixteen.

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner



**LEE COUNTY
YOUTH DEVELOPMENT CENTER**
1109 Spring Drive • Opelika, Alabama 36801

Telephone
(334) 749-2996
Fax
(334) 745-0503
Website
www.lcydc.org

Founded 1973

Laura Cooper
Executive Director

July 24, 2016

Mrs. Lynda Mills
Chambers County Juvenile Court
P.O. Box 606
LaFayette, Al. 36862

Mrs. Mills:

First allow to thank you for partnering with our Agency to serve youth from your County in need of secure lock-up. It is our goal to exceed the expectations of our Member Counties.

Enclosed are your contracts which begins October 1, 2016 and ending September 30, 2017. One contract shall provide to Chambers County 117 days of secure detention care for the use of the Juvenile Court of Chambers County. These 117 days are covered by revenues from subsidies received from the State Department of Youth Services. The second contract shall provide to Chamber County 730 days of secure care (same number of days as last year) with a change in the fee for service.

Please note that in September 2015, Chief Probation Officers were made aware of changes in LCYDC per day cost structure and a change in the number of days of care received from DYS Subsidy Part I monies effective October 1, 2016. We have enclosed a work sheet showing the fixed per day cost and bed space available to your County for FY-16-17. Should you desire to purchase an addition bed or addition days of care, please give me.

We understand and respect the fiscal constraints faced by our Member Counties. However our Agency has operated our Juvenile Detention services at deficit which has increased each year. We must decrease our deficit spending by making this fee-for-service change in our Member County contracts.

If you should have any questions, please give me a call. Please carefully review the contract and attached information and sign, date and return the original contract. We value our relationship with Chambers County Juvenile Court.

Sincerely,

A handwritten signature in blue ink that reads "Charles Smith".

Charles Smith
Director of Continuum Services

pc: Calandra Harris, Financial Services



Lee County Youth Development Center
Regional Detention Facility
Contracts for FY17

Contracts	Bed	Day of Care	Cost	FY 17 Contract
DYS -Part 1	1	117	\$ 120.00	\$ 14,000.00
LCYDC - A	1	365	\$ 82.00	\$ 29,930.00
LCYDC -C	1	365	\$ 100.00	\$ 36,500.00
LCYDC - B	1	365	\$ 120.00	\$ 43,800.00

Chambers County

1st Bed	Day of Care	DYS Cost	Total Cost County
		117	\$ 14,000.00

2nd Bed	Day of Care	LCYDC Cost	Total Cost
		365	\$ 82.00
3rd Bed		\$ 100.00	\$ 36,500.00
Total County Cost			\$ 66,430.00

Total Days of Care 847

LCYDC

AGREEMENT

This agreement, entered into this 1st day of October, 2016, between Lee County Youth Development Center, Inc., a private non-profit corporation whose principal office is located at 1109 Spring Drive, Opelika, Alabama, 36801 (hereinafter referred to as "LCYDC") and the Chambers County Commission, whose principal office is located in the Chambers County Courthouse, LaFayette, Alabama, (hereinafter referred to as "Chambers County").

WITNESSETH:

WHEREAS, LCYDC wishes to build and operate a Juvenile Detention Facility for youths needing such care; and

WHEREAS, Chambers County wishes to procure secure detention services for its young people judged to be in need of such care.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Definitions.

This agreement shall be construed in accordance with the definitions contained as follows:

- a. Appropriate Education - educational services which comply with regulations set forth by the Alabama State Department of Education.
- b. Beds - use of one or more bedroom units secured within the detention facility for the care of juveniles placed there by the Chambers County Juvenile Court.
- c. Day of Care - a period of time consisting of twenty-four hours or less during which a juvenile is served in detention.
- d. Department of Youth Services - the agency responsible in the State of Alabama for licensing detention care.
- e. Emergency Medical Care - Any physical or psychiatric need as determined by LCYDC staff requiring the services of a physician, hospital, clinic, or other professional service together with all reasonable associated expenses.
- f. Juvenile Detention Facility - A physical plant designed to securely house youths referred for care by the Chambers County Juvenile Court Judge.
- g. Board of Directors - a body established by the LCYDC which is empowered to set policy and regulation regarding the daily operation of Detention.
- h. Supplemental Billing - charges due and payable to LCYDC over and above the amount of the contract agreement for (i) medical costs incurred by LCYDC and (ii) days of care in excess of the amount specified in paragraph 5.a. below.

2. Description of the Services

The detention services to be operated by the LCYDC shall consist of a facility which is designed to hold a juvenile in a state of confinement pending further and/or final disposition by the Chambers County Juvenile Court. Such services shall comply with all licensing requirements set forth by the State of Alabama Department of Youth Services.

3. Term of the Agreement.

This agreement shall begin effective October 1, 2016 and shall continue until September 30, 2017.

LCYDC

4. Responsibilities of the Parties;
Cost of the Detention Service

a. Chambers County agrees to purchase the use of two (2) beds from the LCYDC for the period of time indicated in heading 3. This purchase in effect sets aside for Chambers County a total of 730 days of detention care.

b. Chambers County agrees to reimburse LCYDC for any emergency medical care provided to youth from their County while placed in detention. Costs for these expenses will be submitted as a supplemental billing to Chambers County and is due and payable within 30 days of receipt of the bill.

c. Chambers County agrees to abide by all rules governing the operation of detention as determined from time to time by the LCYDC Board of Directors.

d. Chambers County shall pay the amount of \$66,430.00 to LCYDC for the contracted detention in four installments of \$16,607.50 per quarter, due in advance at the beginning of each Calendar quarter.

f. LCYDC shall provide appropriate supervision and care for the juveniles referred by the Chambers County Juvenile Court Judge based on operational policy as determined by the LCYDC Board of Directors, and standards necessary to meet all State licensing requirements imposed by the Alabama State Department of Youth Services. Components of the detention program include but are not limited to food, clothing, shelter, appropriate education, physical exercise and emergency medical care as deemed appropriate by the LCYDC staff. Emergency medical care costs to be paid by the county as noted in 4(b).

g. LCYDC shall administer all aspects of the detention program and shall be responsible for implementing policy as established by the Board of Directors of the LCYDC.

5. Entire Agreement

This Agreement (i) supersedes all proposals and negotiations and constitutes the entire agreement between the parties; no representation or statement not expressed herein or incorporated by reference herein shall be binding upon either of the parties; (ii) may be changed only by an instrument in writing signed by both parties; and (iii) shall be governed by the laws of the State of Alabama.

6. Paragraph Headings.

Paragraph headings are provided for reference only and shall not be considered a part of this agreement.

7. Waiver.

It is acknowledged and agreed that if either party should at any time waive its right due to a breach by the other under any provision, such waiver is not to be construed as continuing waiver of other breaches of the same or other provisions of this agreement, whether preceding or succeeding the subject breach.

8. Billing Process.

Whenever one party is required pursuant to this agreement to make disbursements to the other party, the party which is to receive payment shall provide such documentation as may be reasonably requested by the party making payment, to support the amounts billed. LCYDC will submit four

regular billing statements to Chambers County for advance payment by the 10th day of the first month of each calendar quarter. Payment shall be considered delinquent if not received by the last day of the first calendar month.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized officers and officials on the date first above referenced.

LCYDC

Lee County Youth Development Center, Inc.

By: Jana Lopez
Executive Director

STATE OF ALABAMA,}
Lee COUNTY,}

I, Nakeda Woods, a Notary Public in and for said County in said State, hereby certify that Laura Cooper whose name as Executive Director of Lee County Youth Development Center, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me of this day that, being informed of the contents of said conveyance that he, in such capacity and with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and official seal of office this the 25 day of July, 2016.

Nakeda Woods

Notary Public

My Commission Expires April 4, 2018

Chambers County Commission
By: Joe L. Blanks
Its Chairman

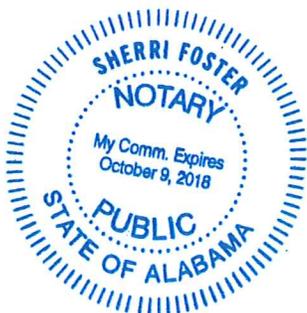
STATE OF ALABAMA,}
Chambers COUNTY,}

I, Sherril Foster, a Notary Public in and for said County in said State, hereby certify that Joe L. Blanks whose name as Chairman Chambers County, a commission, is signed to the foregoing conveyance, and who is known to me, acknowledged before me of this day that, being informed of the contents of said conveyance that he, in such capacity and with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and official seal of office this the 22nd day of August, 2016.

Sherril Foster

Notary Public



A G R E E M E N T

This agreement, entered into this 1st day of October, 2016, between Lee County Youth Development Center, Inc., a private non-profit corporation whose principal office is located at 1109 Spring Drive, Opelika, Alabama, 36801 (hereinafter referred to as "LCYDC") and the Chambers County Commission, whose principal office is located in Chambers County Courthouse, Lafayette, Alabama, (hereinafter referred to as "Chambers County").

WITNESSETH:

WHEREAS, LCYDC wishes to build and operate a Juvenile Detention Facility for youths needing such care; and

WHEREAS, Chambers County wishes to procure secure detention services for its young people judged to be in need of such care.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Definitions.

This agreement shall be construed in accordance with the definitions contained as follows:

- a. Appropriate Education – education – education services which comply with regulations set forth by the Alabama State Department of Education.
- b. Beds – use of one or more bedroom units secured within the detention facility for the care of juveniles placed there by the Chambers County Juvenile Court.
- c. Day of Care – a period of time consisting of twenty-four hours or less during which a juvenile is served in detention.
- d. Department of Youth Services – the agency responsible in the State of Alabama for licensing detention care.
- e. Emergency Medical Care – any physical or psychiatric need as determined by LCYDC staff requiring the services of a physician, hospital, clinic, or other professional service together with all reasonable associate expenses.
- f. Juvenile Detention Facility – A physical plant designed to securely house youths referred for care by the Chambers County Juvenile Court Judge.
- g. Board of Directors – A body established by the LCYDC which is empowered to set policy and regulation regarding the daily operation of Detention.
- h. Supplemental Billing – charges due and payable to LCYDC over and above the amount of the contract agreement for medical costs incurred by LCYDC and days of care in excess of the amount specified in paragraph 5.a. below.

9. Description of the Services

The detention services to be operated by LCYDC shall consist of a facility which is designed to hold a juvenile in a state of confinement pending further and/or final disposition by the Chambers County Juvenile Court. Such services shall comply with all licensing requirements set forth by the State of Alabama Department of Youth Services

10. Term of the Agreement

This agreement shall begin effective October 1, 2016, and shall continue until September 30, 2017.

11. Responsibilities of the Parties: Cost of the Detention Services

- a. The Alabama Department of Youth Services shall provide to Chambers County at least one hundred seventeen (117) days of secure detention care for the use of the juvenile court of Chambers County, without cost to Chambers County for the period of time indicated in heading 3.
- b. The Alabama Department of Youth Services shall pay for the benefit of Chambers County, a sum determined by the Youth Services Board, said payments made as herein specified, for the purposes herein set out.
- c. These said payment shall be made for the benefit of Chambers County to the juvenile detention center of its choice.
- d. With the signing of this agreement by the Chambers County Juvenile court and / or the Chambers County Commission, Lee County Youth Development Center shall be the chosen Detention Center for Chambers County.
- e. Chambers County agrees to reimburse LCYDC for any emergency medical care provided to youth from their County while placed in detention. Costs for these expenses will be submitted as a supplemental billing to Chambers County and is due and payable within 30 days of receipt of the bill.
- f. Chambers County agrees to abide by all rules governing the operation of detention as determined from time to time by the LCYDC Board of Director.
- g. LCYDC shall provide appropriate supervision and care for the juveniles referred by the Chambers County Juvenile Court Judge based on operational policy as determined by the LCYDC Board of Directors, and standards necessary to meet all State licensing requirements imposed by the Alabama State Department of Youth Services. Components of the detention program include but are not limited appropriate by the LCYDC staff. Emergency medical care costs be paid by the county as noted in 4(b).
- h. LCYDC shall administer all aspects of the detention program and shall be responsible for implementing policy as established by the Board of Directors of LCYDC.

12. Entire Agreement

This Agreement (i) supersedes all proposals and negotiations and constitutes the entire agreement between the parties; no representation or statement not expressed herein or incorporated by reference herein shall be binding upon either of the parties; (ii) may be changes only by an instrument in writing signed by both parties; (iii) shall be governed by the laws of the State of Alabama.

13. Paragraph Headings

Paragraph headings are provided for reference only and shall not be considered a part of this agreement.

7. Waiver

It is acknowledged and agreed that if either party should at any time waive its right due to a breach by the other under any provision, such waiver is not to be construed as continuing waiver of other breaches of the same or other provisions of this agreement, whether preceding or succeeding the subject breach.

14. Billing Process

Whenever one party is required pursuant to this agreement to make disbursements to the other party,

DYS

the party which is to receive payment shall provide such documentation as may be reasonably requested by the party making the payment, to support the amounts billed. LCYDC will submit four regular billing statements to Chambers County for advance payment by the 10th day of the first month of each calendar quarter. Payment shall be considered delinquent if not received by the last day of the first calendar month.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized officers and officials on the date first above referenced.

Lee County Youth Development Center, Inc.

By: [Signature]
Executive Director

STATE OF ALABAMA,}
LEE COUNTY.}

I, Nakeda Woods, a Notary Public in and for said County in said State, hereby certify that Laura Cooper whose name as Executive Director of Lee County Youth Development Center, a corporation, is signed to the forgoing conveyance, and who is known to me, acknowledged before me of this day that, being informed of the contents of said conveyance that she, in such capacity and with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and official seal of office this the 25 day of July, 2016.

[Signature]
Notary Public

My Commission Expires April 4, 2018

Chambers County Commission

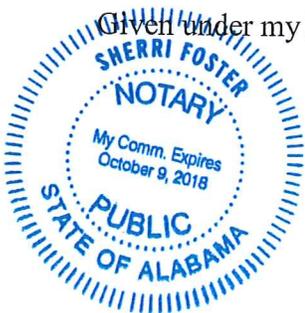
By: [Signature]
Its Chairman

STATE OF ALABAMA,}
CHAMBERS COUNTY.}

I, Sherril Foster, a Notary Public in and for said County in said State, hereby certify that Joe L. Blank whose name as Chairman of Chambers County Commission, is signed to the forgoing conveyance, and who is known to me, acknowledged before me of this day that, being informed of the contents of said conveyance that she, in such capacity and with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and official seal of office this the 22nd day of August, 2016.

[Signature]
Notary Public



**Chambers County Commission
Budget Revision Request Form**

Department / Division: Jail Supplemental Fund
 Contact Person (print): Regina Chambers Title/Position: County Manager
 Fund Name: Jail Supplemental Fund # 541

Account #	Expenditure/ Object Code	Description	Approved Amount	Requested Amendments (+/-)	Revised Budget
45602		Evercom Contract Revenue	\$22,000	+ \$3,000	\$25,000
52250	621	Jail Supplemental Principal	\$10,650	+ \$3,000	\$13,650
Total of the requested amendments				\$3,000	

	Approved Budget Totals	+ / - Amendments	Revised Budget Totals
Revenues	\$25,502.00	\$3,000.00	\$28,502.00
Transfers In	-	-	-
Expenditures	\$25,502.00	\$3,000.00	\$28,502.00
Transfers Out	-	-	-
Fund Balance	-	-	-

Justification (attach additional pages if necessary): There has been more revenue received than projected. Increase revenues and expenditures by \$3,000 to submit payment for invoices.

Signature: *Regina Chambers* Date Submitted: 8/22/2016
 Committee Recommend: NA Date Fwd to Commission: NA
 Date App by Commission: _____ Attest: _____

August 22, 2016

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OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

July 28, 2016

The Honorable David W. Eastridge
Chairman of Chambers County Commission
2nd South LaFayette Street
LaFayette, Alabama 36862

Dear Chairman Eastridge:

RE: ARC Project No. 18434-302-16
CDBG Project No. CY-CM-PF-15-002

On behalf of Governor Robert Bentley, I am pleased to inform you that the State is reserving Appalachian Regional Commission funds in the amount of \$200,000.00 to supplement the Community Development Block Grant. Please sign both copies of enclosed agreement and return one copy to us. Retain the second copy for your files.

To assure timely implementation of the CDBG/ARC program, please submit to ADECA as soon as possible, a detailed "CDBG Program Budget" showing a breakdown of ARC, CDBG and other funds.

It is a pleasure to be able to reserve these funds which not only benefit your area, but the entire State of Alabama.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Byard, Jr.", written over a blue horizontal line.

Jim Byard, Jr.
Director

JB:WJ:tmn
2 Enclosures
cc: Terry Acuff, Grant Administrator
Accounting

August 22, 2016

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STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

ARC Agreement No. **AL- 18434-302-16** and
Related CDBG Agreement No. **CY-CM-PF-15-002**

AGREEMENT

THIS AGREEMENT is effective as of this **18th** day of **July, 2016** by and between the **Chambers County Commission** (herein called "Subrecipient") and the Alabama Department of Economic and Community Affairs (herein called "ADECA" and "Pass-through Entity").

Subrecipient's Name: Chambers County Commission

Subrecipient's DUNS Number: 045252816

Federal Award Identification Number ("FAIN"): AL- 18434-302-16

Federal Award Date: July 17, 2016

Subaward Period of Performance Start Date and End Date: The Start Date is the date first written above herein this Agreement, and the End Date is designated in the Subrecipients Grant Agreement between Appalachian Regional Commission and the Subrecipient.

Amount of Federal Funds Obligated by this Agreement: \$200,000.00 ARC Funds

Total Amount of Federal Funds Obligated to Subrecipient: \$350,000.00 CDBG Funds and \$200,000.00 in ARC Funds

Total Amount of Federal Award: \$550,000.00

Federal Award Project Description: Appalachian Regional Commission (ARC) Program funds to supplement the Subrecipient's sewer system improvement project funded under the State of Alabama's Community Development Block Grant (CDBG) Program Project No. **CY-CM-PF-15-002**.

Name of Federal Awarding Agency: Appalachian Regional Commission (ARC).

Pass-through Entity: Alabama Department of Economic and Community Affairs (ADECA).

Contact Information for Pass-through Entity's Official: Jim Byard, Jr., ADECA Director

Identification of Whether Subaward is Research and Development: No

Indirect Cost Rate for Federal Award: Not applicable to the Subrecipient.

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Community Development Block Grant (CDBG) Program and Appalachian Regional Commission (ARC) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

The Appalachian Regional Development Act of 1965, as amended (P.L. 89-4; 40 U.S.C. §§14101-14704) (ARDA) establishes the criteria for approval of ARC projects, found mainly in the ARDA at Sections 223, 224, 225, and 303 (40 U.S.C. §§14322, 14523, 14524, and 14525). Primarily, ARC approval requires a determination by the ARC that the project will contribute to the development of the Appalachian Region (§223). In accordance with the ARDA's strategic goals, ARC funds may be used to supplement other funding sources, uses, and applications. Therefore, these ARC funds are being used to supplement funds that are provided under CFDA #14-228 by the U.S. Department of Housing and Urban Development (HUD) and that are passed through ADECA via CDBG Project Number CY-CM-PF-15-002. All applicable rules and regulations applicable to the HUD CDBG Program are incorporated into and assumed by this ARC Program. However, for financial reporting purposes, the ARC funds shall retain their original identity.

ADECA hereby agrees to engage the Subrecipient in, and the Subrecipient hereby agrees to carry out, the activities hereinafter set forth in connection with the State's ARC Program administered by ADECA and made to the Subrecipient from the Federal Award identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under the ARDA pursuant to regulations promulgated at Title I of the Housing and Community Development Act of 1974, as amended (P.L. 93-383), authorized by the Letter of Conditional Commitment. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws and regulations, and all other requirements of ADECA, the State, ARC, and HUD, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Applications specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the HUD CDBG Program Regulations published at 24 CFR Part 570 at Subpart I, and State Policies; (4) the State's One-Year Annual Action Plan developed for the CDBG Program, the Emergency Solutions Grants Program (ESG), the HOME Investment Partnerships

Program (HOME), and the Housing Opportunities for Persons With AIDS Program (HOPWA), which Plan comprises the State's annual federal grant application that is submitted to and approved by HUD, including any assurances, certifications, maps, schedules, and other submissions; and (5) the following General Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in the ARDA, as amended (P.L. 89-4), or in Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383), or the HUD CDBG Program Regulations published at 24 CFR Part 570 at Subpart I, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.

2. "Applicant" means the entity designated as such in the Letter of Conditional Commitment and herein as the Subrecipient.

3. "Application" and "Applications" mean the Subrecipient's Application or Applications for Federal Assistance that has/have been approved by ADECA and designated as such per the Letter of Conditional Commitment.

4. "Assurances", when capitalized, means the certifications and assurances submitted with the Subrecipient's Applications pursuant to the requirements of 24 CFR Part 570 at Subpart I.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the federal grant awarded from the federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **AL- 18434-302-16**.

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7. "Letter of Conditional Commitment" means the letter to the Subrecipient from ADECA confirming approval of the Subrecipient's Applications and setting forth requirements which shall be satisfied by the Subrecipient prior to execution of this Agreement.

8. "Local Program Implementation Schedule" means ADECA's CDBG Local Program Implementation Schedule form that is completed and signed by the Subrecipient's authorizing official and submitted to ADECA as part of the Subrecipient's response to the Letter of Conditional Commitment, and that sets forth the proposed start dates and completion dates for the work activities and administrative services described on that form.

The Local Program Implementation Schedule may be amended from time to time throughout the period of this Agreement, as requested by the Subrecipient and as approved by ADECA.

9. "Principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient (see Section I.2.C.(7) herein this Agreement).

10. "Program" means the community development program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

11. "State" means the State of Alabama.

12. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Applications submitted for Federal Assistance under the CDBG Project and ARC Project numbers first written above herein this Agreement, and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA, and shall be as described in the Subrecipient's ADECA-approved Applications unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Applications and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Applications and herein this Agreement as and when requested by ADECA.

C. CHANGES

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the

Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's "Budget/Final Financial Report" form and/or scope for this ARC project without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be on a standard ADECA ARC "Budget/Final Financial Report" form and approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Applications and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for the work activities and administrative services described in the Subrecipient's ADECA-approved Applications and herein this Agreement as and when requested by ADECA.

E. TIME OF PERFORMANCE

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Conditional Commitment. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Applications, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Local Program Implementation Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Applications and the terms of this Agreement substantially in compliance with the Local Program Implementation Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

1. ADECA agrees to pay the Subrecipient a sum of ARC funds not to exceed the

total of \$200,000 for services contained in this Agreement, under the terms of this Agreement.

2. Any Indirect Cost applied to this Agreement shall abide by the terms stated in Section L(16).

3. The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

4. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific conditions per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

5. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) "ARC Budget." Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

G. CLOSEOUT PROCEDURES

On or after the completion date stated in the Local Program Implementation Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Applications and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established CDBG Program closeout procedures when closing the ARC project under this Agreement. The Subrecipient may access ADECA's CDBG Program closeout documents from the ADECA Community and Economic Development Division's CDBG Program staff and on the ADECA website at www.adeca.alabama.gov.

H. RECORD RETENTION

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the ARC project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to ARC, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to ARC (as the Federal

awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include ARC) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's ARC Program record retention requirements applicable to this Federal Award and the ARC project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all records relating to the ARC project under this Agreement for a period of at least five years past notification by ADECA that the ARC project under this Agreement has been closed out or all audit findings related thereto have been resolved, whichever is longer.

3. When applicable, the Subrecipient, Contractors, Subcontractors and Vendors shall comply with the Alabama Competitive Bid Law (codified at §41-16-54, *Code of Alabama 1975*), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

J. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF CONDITIONAL COMMITMENT

The submissions made pursuant to the Letter of Conditional Commitment are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 24 CFR Part 58, and the Subrecipient's "Request for Release of Funds and Certification" form has been submitted to and approved in writing by ADECA.

2. The Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review ARC Program project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

K. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400),

Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. **TERMINATION OF AGREEMENT**

(a) A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience.** This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the Subrecipient, ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of this Agreement by the Subrecipient, and ADECA may withhold any payments to the

Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted as directed at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter by ADECA to the Subrecipient.

3. **EQUAL EMPLOYMENT OPPORTUNITY.** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this Agreement, hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT and COPELAND "ANTI-KICKBACK" ACT

In the event this contract or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Subrecipient or Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by U.S. Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency [ARC].

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all

hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and ADECA or the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," ADECA or the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency [ARC].

7. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT

In the event this contract or grant award is for an amount in excess of \$150,000, then the Subrecipient or Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. ADECA shall report any suspected or reported violation to the Federal awarding agency [ARC] and to the Environmental Protection Agency.

8. ENERGY CONSERVATION

The Subrecipient or Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

9. DEBARMENT AND SUSPENSION

(a) The Subrecipient is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any federal agency or by ADECA and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

10. BYRD ANTI-LOBBYING ACT

In the event this contract or grant award is for an amount equal to or in excess of \$100,000, the Subrecipient or Contractors shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award (ADECA).

11. PROCUREMENT OF RECOVERED MATERIALS

2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

L. OTHER APPLICABLE FEDERAL AND STATE LAWS

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors, Subcontractors and Vendors agrees with, and shall adhere to, the following:

1. **TOBACCO SMOKE.** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through State or local governments by federal grant, contract, loan, or loan guarantee.

2. **DRUG-FREE WORKPLACE REQUIREMENTS.** In accordance with the provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all grantees (to include the Subrecipient, Contractors, Subcontractors and Vendors) must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

3. **TRANSPARENCY ACT.** Awards under Federal programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, the Subrecipient, Contractors, Subcontractors and Vendors who meet this threshold will be required to furnish this information to the ADECA Community and Economic Development Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

4. **POLITICAL ACTIVITY.** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

5. **HUMAN TRAFFICKING PROVISIONS.** This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

6. **PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.** As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

7. **MANDATORY DISCLOSURES.** Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to ADECA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

8. **NOT TO CONSTITUTE A DEBT OF THE STATE.** It is agreed that the terms, conditions, and commitments contained herein this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

9. **CONFLICTING PROVISION.** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

10. **IMMUNITY AND DISPUTE RESOLUTION**

a. The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to §41-9-60 *et seq*, *Code of Alabama 1975*.

b. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

11. **DISCLAIMER**

a. ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

b. No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State

of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

12. **ACCESS TO RECORDS.** The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period, but shall last as long as the applicable records are retained.

13. **ASSIGNABILITY.** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADECA thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

14. **CONTINGENCY CLAUSE**

a. It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the ARC Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

b. Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

15. **CONFLICT OF INTEREST**

a. A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (i) the individual, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

b. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has

any personal and/or financial interest, direct or indirect, in this Agreement, nor will the Subrecipient hire any person having such conflicting interest.

c. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

16. **INDIRECT COST.** In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will not negotiate indirect cost rates with subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipient's federal cognizant agency.

17. **AUDIT REQUIREMENTS**

a. All Subrecipients of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

b. Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

c. Copies of all required audits must be submitted to:
Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P. O. Box 302251
Montgomery, Alabama 36130-2251.

d. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

18. **AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS.** The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

19. **SUSPENSION OF PAYMENTS**

a. Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

b. Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

c. ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.

20. **DISCLOSURE STATEMENT.** Unless otherwise exempt under §41-16-82, *Code of Alabama 1975*, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.00.

21. **COMPLIANCE WITH OTHER FEDERAL, STATE, AND LOCAL LAWS**

a. In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to, the Alabama Competitive Bid Law (§41-16-1 *et seq*, *Code of Alabama*

1975), the Alabama Public Works Law (§39-1-1 *et seq*, *Code of Alabama 1975*), any State permitting requirements, the Alabama Open Meetings Act (§36-25a-1 *et seq*, *Code of Alabama 1975*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-1, *et seq*, *Code of Alabama 1975*).

b. By signing this Agreement, the parties affirm that for the duration of this Agreement they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision, then that party shall be deemed in breach of this Agreement and shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

c. It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the ARC Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Applications and herein this Agreement.

d. It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

e. It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State and local laws.

f. ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor, Subcontractor or Vendor, to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

g. This Agreement is subject to the regulations of the U.S. Department of Housing and Urban Development (HUD), 24 CFR Part 570 at Subpart I, as well as ARC, 40 U.S.C. §§14101-14704, as published for effect and as may be amended from time to time.

h. Incorporated herein as part of this Agreement are the Assurances and Certifications signed by ADECA as part of the State's One-Year Annual Action Plan developed for the CDBG Program (the State's federal grant application) that is submitted to and approved by HUD for the State's CDBG funds awarded to the State, and that are part of the State's ARC Program that is approved by ARC for the State's ARC funds awarded to the State, which Assurances and Certifications include but may not be limited to the following:

(1) Public Law 88-352, Title VI of the Civil Rights Act of 1964, and HUD Regulations to further the Act which are contained in 24 CFR Part I.

(2) Public Law 90-284, Title VIII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974, as amended. The Fair Housing Law protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability, and familial status including the presence of children. Additionally, the ARDA at 40 U.S.C. §14702 states, "an individual in the United States shall not, because of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, a program or activity receiving federal financial assistance under this subtitle."

(3) 40 U.S.C. §14701 "Applicable Labor Standards" for Appalachian Regional Development states, "All laborers and mechanics employed by contractors or subcontractors in the construction, alteration, or repair, including painting and decorating, of projects, buildings, and works which are financially assisted through federal amounts authorized under this subtitle shall be paid wages at rates not less than those prevailing on similar construction in the locality as the Secretary of Labor determines in accordance with sections 3141-3144, 3146, and 3147 of this title. With respect to those labor standards, the Secretary has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and section 3145 of this title."

(4) Executive Order 11063, as amended by Executive Order 12259, to provide for Equal Opportunity in Housing, and HUD Regulations contained in 24 CFR Part 107.

(5) Section 109 of the Housing and Community Development Act of 1974, as amended, to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

(6) Section 104(P) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and with other provisions of law which further the purposes of NEPA. Such other provisions of law which further the purposes of NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58. ADECA and the Subrecipient are obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended.

(7) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended (Public Law 100-

17), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in such purchases.

(8) Section 3 of the Housing and Urban Development Act of 1968, as amended in 1969, as amended by Section 118 of Title 1 of the Housing and Community Development Act of 1974, as amended. Section 3 provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of project areas, and that contracts are awarded to small businesses located within the project area or owned in substantial part by project area residents. Compliance procedures have been established by ADECA through the Subrecipient's Equal Opportunity Requirements Certification Review.

(9) Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).

(10) Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap/disability, be excluded from participation in (including employment), be denied the program benefits of, or be subjected to, discrimination under any program or activity receiving federal funds.

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA

SUBRECIPIENT

Alabama Department of Economic and Community Affairs

Chambers County Commission

[Handwritten Signature]

[Handwritten Signature]

Jim Byard, Jr., Director

Chairman

[Handwritten Date]
(Date)

AUGUST 22, 2016

(Date)

ATTEST:

ATTEST:

[Handwritten Signature]

[Handwritten Signature]

(Name)

(Name)

[Handwritten Title]

(Title)

COUNTY CLERK

(Title)

[Handwritten Date]

(Date)

AUGUST 22, 2016

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

[Handwritten Signature]

Claudia Kennedy Smith
General Counsel for ADECA

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

1. Grantee: Chambers Co. EMA	2. Effective Dates: 10/01/2015-09/30/2016
3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. FAIN: EMA-2016-EP-00003-S01
5. CA Number: 16EMS	
6. Federal Allocation:	\$12,000.00
7. CFDA #: 97.042	8. Federal Award Date: 07/25/2016
9. Total Federal Award: \$5,762,090.00	

Subrecipient 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 2016 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/1467832646176-42bb5896c89053a7f7aa3f5100684c6c/FY_2016_EMPG_Fact_Sheet_Final.pdf. Also reference AEMA 2016 EMPG Guidance for Counties located on the AEMA County Intranet.

Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient'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 Section; (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, 2016; (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, 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 all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient 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. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient 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 Subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Subrecipient will not supplant state or local funds.



 Art Faulkner, Director
 Alabama Emergency Management Agency



 Local EMA Director/Coordinator



 Chief Elected Official

08/05/16

 Date

8-22-2016

 Date

8-22-2016

 Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB Circulars, as applicable: [2 C.F.R. Part 200A](#)). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and Subawards 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 Subawards 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 subrecipient agrees to comply with the requirements of OMB Circular [2 C.F.R. Part 200](#). 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 [2 C.F.R. Part 200](#). If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient 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 subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to the appropriate AEMA Section and maintain appropriate backup documentation to support the 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.

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:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient 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. Subrecipient s must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipient s 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 subrecipient . 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 subrecipient 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 subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient 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 subrecipient must comply with all the 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 subrecipient s, 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 subrecipient 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 subrecipient s 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 subrecipient 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.
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 subrecipient 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 subrecipient agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.

29. **Emergency Operations Plan (EOP):** In accordance with FY 16 Federal Emergency Management Performance Grant Guidance the subrecipient 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 subrecipient 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. Subrecipient s must update their EOPs once every two years.

30. **Plan Analysis Tool:** In accordance with FY 16 Federal Emergency Management Grant Guidance the subrecipient 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/pdf/about/divisions/npd/CPG_101_v2_past.pdf. The subrecipient 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 16 Federal Emergency Management Performance Grant Guidance all subrecipient s shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).

32. **Exercise Requirement:** In accordance with FY 16 Federal Emergency Management Performance Grant Guidance subrecipient 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.

33. **Training Requirement:** In accordance with FY 16 Federal Emergency Management Performance Grant Guidance subrecipient 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.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

1. Grantee: Chambers Co. EMA	2. Effective Dates: 10/01/2015-09/30/2016
3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. FAIN: EMA-2016-EP-00003-S01
5. CA Number: 16EMF	
6. Federal Allocation:	\$31,817.00
7. CFDA #: 97.042	8. Federal Award Date: 07/25/2016
9. Total Federal Award: \$5,762,090.00	

Subrecipient 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 2016 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/1467832646176-42bb5896c89053a7f7aa3f5100684c6c/FY_2016_EMPG_Fact_Sheet_Final.pdf. Also reference AEMA 2016 EMPG Guidance for Counties located on the AEMA County Intranet.

Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient'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 Section; (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, 2015; (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, 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 all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient 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. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient 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 Subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Subrecipient will not supplant state or local funds.



Art Faulkner, Director
Alabama Emergency Management Agency

07/28/16

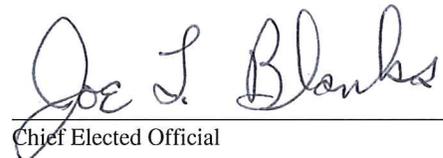
Date



Local EMA Director/Coordinator

8-22-2016

Date



Chief Elected Official

8-22-2016

Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB Circulars, as applicable: [2 C.F.R. Part 200A](#)). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and Subawards 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 Subawards 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 subrecipient agrees to comply with the requirements of OMB Circular [2 C.F.R. Part 200](#). 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 [2 C.F.R Part 200](#). If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient 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 subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to the appropriate AEMA Section and maintain appropriate backup documentation to support the 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.

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:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient 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. Subrecipient s must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipient s 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 subrecipient . 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 subrecipient 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 subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient 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 subrecipient must comply with all the 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 subrecipient s, 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 subrecipient 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 subrecipients 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 subrecipient 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.
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 subrecipient 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 subrecipient agrees to make good faith efforts to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.

- 29. **Emergency Operations Plan (EOP):** In accordance with FY 16 Federal Emergency Management Performance Grant Guidance the subrecipient 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 subrecipient 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. Subrecipient s must update their EOPs once every two years.
- 30. **Plan Analysis Tool:** In accordance with FY 16 Federal Emergency Management Grant Guidance the subrecipient 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 subrecipient 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 16 Federal Emergency Management Performance Grant Guidance all subrecipient s shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
- 32. **Exercise Requirement:** In accordance with FY 16 Federal Emergency Management Performance Grant Guidance subrecipient 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.
- 33. **Training Requirement:** In accordance with FY 16 Federal Emergency Management Performance Grant Guidance subrecipient 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.

FUND 111				
ACCOUNT NUMBER	DESCRIPTION	FY 2016 PROPOSED	YTD Received	End of Year Projection
<i>REVENUES</i>				
44222	Projects	\$25,000.00	\$45,946.94	\$47,000.00
44710	Dec 15' Flood, FEMA/ALEMA Grant	\$0.00	\$387,318.41	\$387,318.41
44915	Revenue from other Agencies	\$295,000.00	\$311,849.62	\$400,000.00
47310	Sale of Surplus Property	\$660,300.00	\$498,855.51	\$498,855.51
TOTAL REVENUE		\$2,603,586.08	\$2,575,936.93	\$2,978,010.68
<i>TRANSFERS IN FROM OTHER FUNDS</i>				
61120	Advalorem Tax	\$760,750.00	\$448,763.55	\$460,634.40
61123	Public Highway & Traffic	\$118,520.00	\$100,000.00	\$100,000.00
61124	RRR Fund	\$1,140,300.00	\$600,420.33	\$771,195.71
TOTAL TRANSFERS IN		\$2,200,727.00	\$1,325,129.63	\$1,507,775.86
REVENUE PLUS TRANSFERS IN		\$4,804,313.08	\$3,901,066.56	\$4,485,786.54
48000	Unencumbered Balance from 7 Cent Account Fund Balance (Oct 1st 2015)	\$138,251.60	\$0.00	\$0.00
48000	Unencumbered Balance from Investment CD's Fund Balance (Oct 1st 2015)	\$200,000.00	\$724,423.66 \$207,782.79 \$772,038.07	\$207,782.79
TOTAL FUNDS AVAILABLE		\$5,142,564.68	\$4,108,849.35	\$4,693,569.33

Fund 111 EXPENDITURES				
OBJECT CODE	DESCRIPTION	FY 2016 PROPOSED	YTD Expended	End of Year Projection
<u>Account Number: 53100</u>				
121	Retirement	\$70,000.00	\$71,056.29	\$85,267.55
212	Gas & Oil	\$500,000.00	\$204,979.79	\$300,000.00
213	Road Building Materials	\$350,000.00	\$360,645.87	\$450,663.63
215	Tires & Tubes	\$50,000.00	\$50,384.94	\$55,000.00
238	Contracted Maintenance Projects	\$856,000.00	\$816,127.13	\$890,000.00
253	Advertising	\$1,000.00	\$1,262.01	\$1,514.41
<u>Account Number: 59100</u>				
640	5-15' Mack Trucks - (Principal)	\$644,673.00	\$396,417.00	\$396,417.00
TOTAL EXPENDITURES		\$5,142,564.68	\$4,027,364.83	\$4,693,569.33
TOTAL REVENUES		\$5,142,564.68	\$4,108,849.35	\$4,693,569.33