

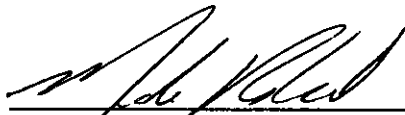
**ORDER: APPROVE AGREEMENT WITH JMCM CONSULTING FOR 2021  
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to approve agreement with JMCM Consulting for 2021 Assistance to Firefighters Grant Program.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 15<sup>th</sup> day of November, 2021.

  
\_\_\_\_\_  
**Mike Roberts, President  
Board of Supervisors**

  
\_\_\_\_\_  
**Sherry Wall, Chancery Clerk**

**AUTHORIZATION TO ENGAGE JMCM CONSULTING**

**SCOPE OF WORK**

JMCM Consulting (CONSULTANT) will prepare a project plan and application for the Assistance to Firefighter Grant Program(s). The total project request will be determined after reviewing the CLIENT's need assessment. The amount will be discussed with the CLIENT representative BEFORE the application is submitted.

The CLIENT will provide CONSULTANT all of the information needed to develop the project proposal. CONSULTANT will work with the CLIENT to identify the CLIENT's greatest needs and advise projects that have a higher likelihood of funding (based on CONSULTANT's experience and the AFGP Program Guidance).

**PROJECT SCHEDULE**

Once the "Authorization to Engage JMCM Consulting" and the CLIENT's information worksheets are received, CONSULTANT will begin work on the application.

Client will be provided actual dates, once FEMA publishes the application period dates.

Once the final application is loaded to FEMA's GO portal, the CLIENT will be notified and be given the opportunity to review the application before it is submitted. Once approved the CLIENT may submit the application OR the CLIENT may authorize the CONSULTANT to submit on their behalf. CLIENT understands they are responsible for the content of the application.

**PROJECT COST**

JMCM Consulting will provide professional project development and administrative services for 5% of the federal funded grant amount. This fee is NOT included in the project cost request. It cannot be paid from grant funds the department may receive. It must be paid from the Client's general fund as a fee for professional services. No grant funds from any federal program can be used to pay consulting fees.

Once the total cost of the project is determined, the CLIENT will be provided a PROJECT COST estimate worksheet. If the grant funds, professional service fees will be due in full 30 days from date of grant official award.

**This agreement will remain in effect for the current and subsequent years, until cancellation by either party by written notification.**

**JMCM Consulting**

**STANDARD TERMS AND CONDITIONS**

**1. GENERAL**

- 1.1 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.
- 1.2 Each party acknowledges that this agreement and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents.
- 1.3 CONSULTANT is not the employee of the CLIENT and affirms that no CONFLICT OF INTEREST exists.
- 1.4 This agreement remains in effect for current and subsequent years until cancelled in writing by either party.

2. CLIENT'S RESPONSIBILITIES

Initials \_\_\_\_\_

- 2.1 Designate CLIENT's representative that has the authority to provide information and instructions to the CONSULTANT.
- 2.2 Provide CONSULTANT with all information needed to develop the project proposal, including, but not limited to, financial records, operation records, budgets, revenue sources, incident records and all other information requested by the CONSULTANT pertaining to this project.
- 2.3 CLIENT certifies information provided to the CONSULTANT is accurate and correct and will not hold CONSULTANT responsible for inaccurate or incomplete information provided by the CLIENT.
- 2.4 Obtain consents and approvals necessary to prepare the project proposal and submit the application.
- 2.5 Notify CONSULTANT when CLIENT learns of any development that affects scope or timing of CONSULTANT's services.
- 2.6 CLIENT agrees to follow procurement laws as defined by FEMA and CLIENT'S governmental authority.
- 2.7 CONSULTANT agrees to prepare all procurement specifications generically so as to avoid conflicts of interest.

3. PERIOD OF SERVICE

- 3.1 CONSULTANT will prepare the project proposal to submit for funding consideration to the Assistance to Firefighter Grant Program(s) during the published application period.
- 3.2 Once the application period is published, the CLIENT will be promptly notified.
- 3.3 The CONSULTANT will assist with the project until the closeout documents are submitted and approved at which time the CONSULTANT will provide the CLIENT written notification that services for this project are completed.

4. PROJECT COSTS

- 4.1 CONSULTANT will provide professional project development and administrative services for 5% of the federal funded grant amount. Once the total cost of the project is determined, the CLIENT will be notified of this amount.
- 4.2 CLIENT understands that project development services are provided at no charge.

5. CONSULTANT'S OUTPUT, MATERIALS AND INFORMATION

- 5.1 **All tangible and intellectual items prepared by CONSULTANT, such as project narratives or information or (without limit) any other materials created or provided pursuant to this contract by the CONSULTANT are considered intellectual property and shall be and remain the CONSULTANT's property and copyright. CLIENT may retain copies for reference, but any substantive reuse on another project; in whole or in part; or distribution to a third party by any means without CONSULTANT's written consent is prohibited.**
- 5.2 CONSULTANT shall not unreasonably withhold or deny written permission for the CLIENT to disclose the narrative created by the CONSULTANT to the CLIENT's attorneys, accountants, auditors or other professional agents associated with the entity for the purposes of conducting usual audits and other business of the CLIENT.
- 5.3 CLIENT agrees they will not copy, share or distribute information contained in the project proposal or grant application with anyone other than the aforementioned.
- 5.4 CLIENT agrees that if the CONSULTANT's work product is distributed or shared without the CONSULTANT's permission, CLIENT will be responsible for payment of the 5% professional services fee due to distribution without authorization.
- 5.5 CLIENT agrees that if a project application is created and submitted pursuant to this Agreement is denied, and the CLIENT does not retain the CONSULTANT to assist with resubmission of this project; and CLIENT resubmits any or part of the information contained in the CONSULTANT's work product, such an act will be considered a continuance of the of this original agreement; therefore professional fees will be due to the CONSULTANT if the project is successfully awarded funding in the same manner as this original agreement.
- 5.6 CONSULTANT undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client.

6. PAYMENT

Initials \_\_\_\_\_

- 6.1 If CLIENT receives an AFGP award, CONSULTANT will submit an invoice for payment, due within 30 days of the published award date.
- 6.2 If CLIENT fails to make payment within thirty (30) days of receipt of invoice, a late fee of \$25 per month will be applied. In addition, CONSULTANT may give written notice to suspend services until paid in full or payment arrangements have been made.
- 6.3 CONSULTANT's compensation shall not be reduced by any amounts.
- 6.4 This agreement may be terminated without cause by either party before completion of services; however 100% of the professional services will be payable within the terms set forth in the agreement.

7. SERVICES UPON PROJECT FUNDING

- 7.1 CONSULTANT agrees to provide the following services for the CLIENT upon receipt by the CLIENT of an official grant award notification. These services will be provided to the extent agreed upon between the CONSULTANT and the CLIENT.
  - 7.1.1 CONSULTANT will assist CLIENT with submission necessary performance reports or other documentation as required by AFGP.
  - 7.1.2 CONSULTANT will assist CLIENT with submission of required documents to complete/close the awarded grant.
  - 7.1.3 If requested, CONSULTANT will assist CLIENT with development and/or review of equipment specifications.
  - 7.1.4 CONSULTANT will assist CLIENT with understanding procurement requirements as defined by FEMA and CLIENT'S local jurisdiction.

8. MISCELLANEOUS

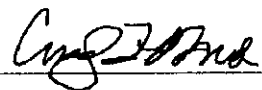
- 8.1 The agreement shall be governed by the laws of the State of Alabama and Chambers County, Alabama.
- 8.2 Failure on the part of the CONSULTANT to remedy any breach of its obligations hereunder within a reasonable time following written notice from the CLIENT which refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the CLIENT's opinion of a reasonable time for remedy.
- 8.3 CLIENT agrees that CONSULTANT reserves the right to withdraw from the project if the CLIENT fails to follow his/her advice or engages in conduct which makes continued administration of the project difficult or if the CLIENT directs the CONSULTANT to engage in conduct which CONSULTANT perceives as unethical or illegal or in direct conflict to AFGP program guidance.

IN WITNESS WHEREOF, the CLIENT has signed and approved engaging JMCM Consulting for the purpose of developing and submitting an application to Assistance to Firefighter Grant Program. Signature certifies that Standard Terms and Conditions have been read and agrees to all conditions.

Client certifies that the person signing this contract has the authority to contractually obligate the department for the professional services set forth in this agreement. If this statement is determined to be untrue, the person signing this contract understands they will be personally responsible for all fees associated with this agreement.

JMCM Consulting, LLC.

By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855  
Office (334) 864-0094  
Fax (334) 864-0147 or (800)-211-9006  
[cmonroe@jmcmconsulting.com](mailto:cmonroe@jmcmconsulting.com)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Date: \_\_\_\_\_

## Third Party Authorization for Account Access

Initials \_\_\_\_\_

This document serves as authorization for JMCM Consultants (hereafter JMCM) to access, operate and make necessary authorized edits to the named entity's account in the following systems for the purpose of managing the entities grant(s):

This includes the following systems:

- ✓ FEMA Grant Outcomes (GO) web portal (go.fema.gov) (act as Authorized Organization Representative)
- ✓ Assistance to Firefighter Grant web portal
- ✓ System for Award Management (sam.gov/SAM/)

Required information:

- Providing the username and password to JMCM Consultants
- Providing the email address associated with the account(s).
- **Name one (1) primary contact (with name, email, phone number) for the entity that JMCM will work with.**
- Immediately notifying JMCM whenever any change is made to the account such as entity's bank account, point of contact, or password.

JMCM agrees they will not disclose the username, password, or any individual information to anyone except the primary contact without written permission from the primary contact or person authorized to conduct business for the entity (for example Board Chairman, President, Fire Chief, City Manager, City Clerk, etc.)

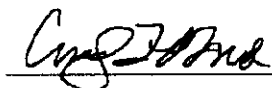
It is understood, the entity is responsible for the accuracy of information entered into each of these portals. JMCM will enter information that is provided and approved by the entity. Entity reserves the right to request changes to this information at any time. JMCM will not be held responsible for any errors or omission of information.

This authorization will remain in effect until revoked in writing by the entity. All request for revocation should be addressed hard copy to:

Cindy Monroe, President, JMCM Consulting, LLC. PO Box 252, Five Points, Alabama 36855.

JMCM Consulting, LLC.

By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855

Office (334) 864-0094

Fax (334) 864-0147 or (800)-211-9006

cmonroe@jmcmconsulting.com

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Date: \_\_\_\_\_