

TUSCALOOSA COUNTY COMMISSION

MEETING

October 5, 2011

TUSCALOOSA COUNTY §

STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Don Wallace  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Probate Judge W. Hardy McCollum presented a 40-year service pin to Deputy Tax Collector Jennifer Kuykendall and thanked her for her dedicated service to Tuscaloosa County.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to work with the City of Tuscaloosa regarding the demolition and removal of structures damaged in the April Tornadoes.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to accept the recommendation of County Engineer Bobby Hagler to award the annual bid for crushed stone to the following low bidders, opened August 24, 2011:

S. T. Bunn Construction Co, Inc. (partial - see attached)  
Central Alabama Asphalt & Const. Co., LLC (partial - see attached)  
Martin Marietta Materials (partial - see attached)

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution accepting Robinson Pointe Subdivision for maintenance.

Exhibit 10-2, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a traffic enforcement grant for the Sheriff's Office through the Alabama Department of Economic and Community Affairs (ADECA) in the amount of \$2,200.00 for traffic safety overtime during the holidays and weekends.

Exhibit 10-3, Page

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Sheriff's Office to accept a Community Oriented Policing Services (COPS) grant, which will provide four additional grant deputies to the Sheriff's Office. The first three years will be funded by the grant, and the fourth year will be funded by the County. There is no requirement for the County to fund these positions beyond the fourth year.

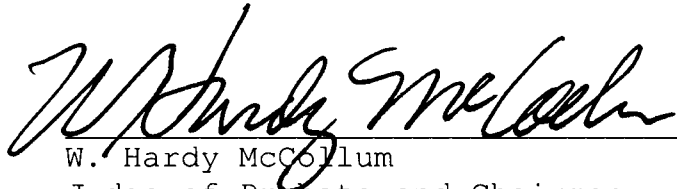
Exhibit 10-4, Page

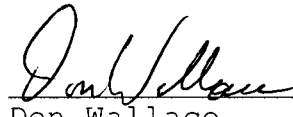
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Attorney Robert Spence to begin the process of taking action regarding houses which appear to be abandoned and constitute a nuisance. Five houses have been identified at the present time as follows:

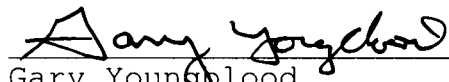
7701 52<sup>nd</sup> Street  
6814 Unity Road  
6708 Pearson Circle  
6600 Pearson Circle  
4906 21<sup>st</sup> Street

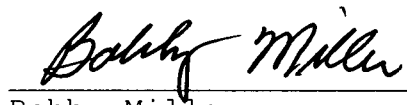
Commissioner Don Wallace's motion to terminate the employment of Community Corrections Director Dan Boisot due to the program allegedly having a loss of about \$1,000,000.00 over the past five years failed for lack of a second.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 19, 2011.

  
\_\_\_\_\_  
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission

  
\_\_\_\_\_  
Don Wallace  
Commissioner - District I

  
\_\_\_\_\_  
Gary Youngblood  
Commissioner - District II

  
\_\_\_\_\_  
Bobby Miller  
Commissioner - District III

  
\_\_\_\_\_  
Reginald Murray  
Commissioner - District IV

**Crushed Stone Bid**  
10/1/2011 - 9/30/12

Low Bidder on All Items:

Vendor		ST Bunn																	
Item	Quantity	Unit Price Zone 1	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	Quantity	Unit Price Zone 2	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	Quantity	Unit Price Zone 3	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	
AL #1 - #610 (washed)	4150	No Bid					2100	No Bid					2100	No Bid					
AL #7 - #10 (washed)	10500	No Bid					5200	No Bid					5200	No Bid					
AL #1 - #610 (unwashed)	21000	No Bid					10500	\$ 19.50	\$ 204,750.00	\$ 11.00	\$ 8.50	\$ 89,250.00	10500	\$ 17.50	\$ 183,750.00	\$ 9.00	\$ 8.50	\$ 89,250.00	
AL #7 - #10 (unwashed)	15500	No Bid					10500	\$ 19.50	\$ 204,750.00	\$ 11.00	\$ 8.50	\$ 89,250.00	10500	\$ 17.50	\$ 183,750.00	\$ 9.00	\$ 8.50	\$ 89,250.00	
Class 1 Rip rap	550	\$ 20.10	\$ 11,055.00	\$ 5.50	\$ 14.60	\$ 8,030.00	550	\$ 21.00	\$ 11,550.00	\$ 11.00	\$ 10.00	\$ 5,500.00	550	\$ 20.00	\$ 11,000.00	\$ 9.00	\$ 11.00	\$ 6,050.00	
Class 2 Rip rap	5200	\$ 20.10	\$ 104,520.00	\$ 5.50	\$ 14.60	\$ 75,920.00	2600	\$ 21.00	\$ 54,600.00	\$ 11.00	\$ 10.00	\$ 26,000.00	2600	\$ 20.00	\$ 52,000.00	\$ 9.00	\$ 11.00	\$ 28,600.00	
Crusher Run 3/4	31000	\$ 14.00	\$ 434,000.00	\$ 5.00	\$ 9.00	\$ 279,000.00	15500	\$ 17.50	\$ 271,250.00	\$ 11.00	\$ 6.50	\$ 100,750.00	15500	\$ 15.50	\$ 240,250.00	\$ 9.00	\$ 6.50	\$ 100,750.00	
Crusher Run 1 1/2	550	\$ 14.00	\$ 7,700.00	\$ 5.00	\$ 9.00	\$ 4,950.00	550	\$ 17.50	\$ 9,625.00	\$ 11.00	\$ 6.50	\$ 3,575.00	550	\$ 15.50	\$ 8,525.00	\$ 9.00	\$ 6.50	\$ 3,575.00	
Crushed aggregate base, 1/2"	6200	\$ 14.00	\$ 86,800.00	\$ 5.00	\$ 9.00	\$ 55,800.00	3100	\$ 17.50	\$ 54,250.00	\$ 11.00	\$ 6.50	\$ 20,150.00	3100	\$ 15.50	\$ 48,050.00	\$ 9.00	\$ 6.50	\$ 20,150.00	

Vendor		Central Alabama Asphalt and Construction Co., LLC																	
Item	Quantity	Unit Price Zone 1	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	Quantity	Unit Price Zone 2	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	Quantity	Unit Price Zone 3	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	
AL #1 - #610 (washed)	4150	No Bid					2100	No Bid					2100	No Bid					
AL #7 - #10 (washed)	10500	No Bid					5200	No Bid					5200	No Bid					
AL #1 - #610 (unwashed)	21000	\$ 12.75	\$ 267,750.00	\$ 4.00	\$ 8.75	\$ 183,750.00	10500	\$ 13.75	\$ 144,375.00	\$ 5.00	\$ 8.75	\$ 91,875.00	10500	\$ 14.75	\$ 154,875.00	\$ 6.00	\$ 8.75	\$ 91,875.00	
AL #7 - #10 (unwashed)	15500	\$ 12.75	\$ 197,625.00	\$ 4.00	\$ 8.75	\$ 135,625.00	10500	\$ 13.75	\$ 144,375.00	\$ 5.00	\$ 8.75	\$ 91,875.00	10500	\$ 14.75	\$ 154,875.00	\$ 6.00	\$ 8.75	\$ 91,875.00	
Class 1 Rip rap	550	\$ 19.00	\$ 10,450.00	\$ 5.00	\$ 14.00	\$ 7,700.00	550	\$ 20.00	\$ 11,000.00	\$ 6.00	\$ 14.00	\$ 7,700.00	550	\$ 21.00	\$ 11,550.00	\$ 7.00	\$ 14.00	\$ 7,700.00	
Class 2 Rip rap	5200	\$ 19.00	\$ 98,800.00	\$ 5.00	\$ 14.00	\$ 72,800.00	2600	\$ 20.00	\$ 52,000.00	\$ 6.00	\$ 14.00	\$ 36,400.00	2600	\$ 21.00	\$ 54,600.00	\$ 7.00	\$ 14.00	\$ 36,400.00	
Crusher Run 3/4	31000	\$ 12.75	\$ 395,250.00	\$ 4.00	\$ 8.75	\$ 271,250.00	15500	\$ 13.75	\$ 213,125.00	\$ 5.00	\$ 8.75	\$ 135,625.00	15500	\$ 14.75	\$ 228,625.00	\$ 6.00	\$ 8.75	\$ 135,625.00	
Crusher Run 1 1/2	550	\$ 12.75	\$ 7,012.50	\$ 4.00	\$ 8.75	\$ 4,812.50	550	\$ 13.75	\$ 7,562.50	\$ 5.00	\$ 8.75	\$ 4,812.50	550	\$ 14.75	\$ 8,112.50	\$ 6.00	\$ 8.75	\$ 4,812.50	
Crushed aggregate base, 1/2"	6200	\$ 12.75	\$ 79,050.00	\$ 4.00	\$ 8.75	\$ 54,250.00	3100	\$ 13.75	\$ 42,625.00	\$ 5.00	\$ 8.75	\$ 27,125.00	3100	\$ 14.75	\$ 45,725.00	\$ 6.00	\$ 8.75	\$ 27,125.00	

Vendor		Martin Marietta Materials																
Item	Quantity	Unit Price Zone 1	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	Quantity	Unit Price Zone 2	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)	Quantity	Unit Price Zone 3	Bid Amount (Delivered)	Unit Price Credit for County Pickup	County Pickup Price	Bid Amount (Pick Up)
AL #1 - #610 (washed)	4150	\$ 13.00	\$ 53,950.00	\$ 4.00	\$ 9.00	\$ 37,350.00	2100	\$ 15.00	\$ 31,500.00	\$ 5.00	\$ 10.00	\$ 21,000.00	2100	\$ 15.00	\$ 31,500.00	\$ 6.00	\$ 9.00	\$ 18,900.00
AL #7 - #10 (washed)	10500	\$ 14.00	\$ 147,000.00	\$ 4.00	\$ 10.00	\$ 105,000.00	5200	\$ 15.00	\$ 78,000.00	\$ 5.00	\$ 10.00	\$ 52,000.00	5200	\$ 16.00	\$ 83,200.00	\$ 6.00	\$ 10.00	\$ 52,000.00
AL #1 - #610 (unwashed)	21000	\$ 13.00	\$ 273,000.00	\$ 4.00	\$ 9.00	\$ 189,000.00	10500	\$ 14.00	\$ 147,000.00	\$ 5.00	\$ 9.00	\$ 94,500.00	10500	\$ 15.00	\$ 157,500.00	\$ 6.00	\$ 9.00	\$ 94,500.00
AL #7 - #10 (unwashed)	15500	\$ 15.00	\$ 232,500.00	\$ 4.00	\$ 11.00	\$ 170,500.00	10500	\$ 16.00	\$ 168,000.00	\$ 5.00	\$ 11.00	\$ 115,500.00	10500	\$ 17.00	\$ 178,500.00	\$ 6.00	\$ 11.00	\$ 115,500.00
Class 1 Rip rap	550	\$ 20.00	\$ 11,000.00	\$ 5.00	\$ 15.00	\$ 8,250.00	550	\$ 21.00	\$ 11,550.00	\$ 6.00	\$ 15.00	\$ 8,250.00	550	\$ 22.00	\$ 12,100.00	\$ 7.00	\$ 15.00	\$ 8,250.00
Class 2 Rip rap	5200	\$ 20.00	\$ 104,000.00	\$ 5.00	\$ 15.00	\$ 78,000.00	2600	\$ 21.00	\$ 54,600.00	\$ 6.00	\$ 15.00	\$ 39,000.00	2600	\$ 22.00	\$ 57,200.00	\$ 7.00	\$ 15.00	\$ 39,000.00
Crusher Run 3/4	31000	\$ 13.00	\$ 403,000.00	\$ 4.00	\$ 9.00	\$ 279,000.00	15500	\$ 14.00	\$ 217,000.00	\$ 5.00	\$ 9.00	\$ 139,500.00	15500	\$ 15.00	\$ 232,500.00	\$ 6.00	\$ 9.00	\$ 139,500.00
Crusher Run 1 1/2	550	\$ 13.00	\$ 7,150.00	\$ 4.00	\$ 9.00	\$ 4,950.00	550	\$ 14.00	\$ 7,700.00	\$ 5.00	\$ 9.00	\$ 4,950.00	550	\$ 15.00	\$ 8,250.00	\$ 6.00	\$ 9.00	\$ 4,950.00
Crushed aggregate base, 1/2"	6200	\$ 13.00	\$ 80,600.00	\$ 4.00	\$ 9.00	\$ 55,800.00	3100	\$ 14.00	\$ 43,400.00	\$ 5.00	\$ 9.00	\$ 27,900.00	3100	\$ 15.00	\$ 46,500.00	\$ 6.00	\$ 9.00	\$ 27,900.00


**RESOLUTION ACCEPTING STREETS IN  
ROBINSON POINTE SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in **Robinson Pointe Subdivision** are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 5th day of October 2011 by the TUSCALOOSA COUNTY COMMISSION.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman

  
\_\_\_\_\_  
Melvin Vines, County Administrator

Seal

October 3, 2011

Probate Judge W. Hardy McCollum  
Tuscaloosa County Courthouse  
Post Office Box 20067  
Tuscaloosa, AL 35402-0067

Dear Judge McCollum:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **Two Thousand Two Hundred dollars (\$ 2,200.00)**. Enforcement objectives will be realized through funding of overtime salary + fringe to state and local enforcement agencies to implement a comprehensive traffic safety program with a focus on statistic data contributing to crashes by implementing stationary, mobile (DUI), speed, safety belt, and child restraint enforcement programs.

Traffic enforcement programs coupled with intense community education and an awareness campaign has been found to be the most effective combination to reduce the number of traffic crashes, injuries and fatalities in a defined region. **The West Alabama Traffic Safety Program Project will be used as a supplement to regular basis.**

West Alabama Traffic Safety Program and The Tuscaloosa County Sheriff Department, hereafter referred to as AGENCY, for 100% funded salary plus allowable fringe overtime traffic enforcement and traffic safety education funds not to exceed \$ **2,200.00**, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 12-SP-PT-004 Project.** (Anytime Funds)

Agency agrees to comply with all documentation procedures as outlined in the **Attached A** before reimbursement will be made by West Alabama Traffic Safety's Director.

The AGENCY agrees to appoint a traffic coordinator and alternates from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, required documentation of overtime hours, required reporting to West Alabama Traffic Director of overall project within their department.

All reimbursement statements, contact reports, and supporting documentation must be submitted to West Alabama Traffic Safety Director, on or before, the 15<sup>th</sup> of the month following the month of activities. Automatic suspension of funds, until documentation is received, will occur for those departments not meeting this deadline.

The Enforcement Committee will meet monthly beginning November 1, 2011, on or before the last day of the month at 10:00 A.M. at location chosen by West Alabama Traffic Safety's Director. The dates of the meetings will be chosen by the Law Enforcement committee.

The AGENCY will coordinate traffic safety activities to coincide with, but not limited to, the five (5) major holidays: Memorial Day, Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and National Drunk and Drug Driving Week in December.

**The AGENCY agrees to maintain an average of two (2) written contacts per hour, excluding educational material and verbal contacts, throughout the life of the project. These contacts may be written warnings and/or citations. The enforcement committee for approval will review extenuating circumstances.**

The AGENCY agrees to use budget funds for selective enforcement activities. The agencies will utilize CARE Data. Agencies will identify hot spots as identified by the State Data System.

The AGENCY is solely responsible for the acts and omission of its employees and agents. This agreement does establish an agency relationship between the Agency and West Alabama Traffic Safety Director. To the extent permitted bylaw, the Agency shall defend indemnify and hold harmless West Alabama Traffic Safety Director from all claims and demands for personal injury or death and property damages arising from the performance of this agreement by the Agency, its agents and employees, including expense, attorney fees, compensatory or punitive damages, claims, demands, actions, amounts, and costs incurred by the West Alabama Traffic Safety Director in the investigation and defense of such claims.

The AGENCY agrees to comply with all other requirements as outlined by West Alabama Traffic Safety Director which are needed to carry out the scope and intent of this project in accord with the Agreement entered into between West Alabama Traffic Safety Director and the State of Alabama Department of Economic Community Affairs, and the Law Enforcement Traffic Safety Division, as amended from time to time.

West Alabama Traffic Safety Director agrees to reimburse the AGENCY for actual traffic safety enforcement and education overtime worked under this project, provided the overtime is documented and spent in accordance with attachments A and approved by Enforcement and Education Committee Chairperson.

\*The AGENCY agrees to submit a copy of their overtime policy with the return of the signed local agreement. The local agreement will not be considered complete unless an overtime policy is on file with WACTS.

\*The AGENCY will be required to submit time sheets indicating regular shift hours were met, when submitting a claim for reimbursement of overtime hours worked.

## ATTACHED A

### DEFINITIONS

- a. Blitz – A period recognized by Federal agencies that require State action and reporting of a common action/goal. Blitz entails the maximum utilization of available resources towards the action or goal. Result reporting goes to State, then Federal Agencies in a timely manner.
- b. Mobilization – A period recognized and directed by State Agencies that require action and reporting of a common action/goal. Mobilization entails the utilization of available resources towards the action or goal. Result reporting goes to State Agencies in a timely manner.
- c. Operation – Is defined as a series of planned Details to be conducted within a 24 to 48 hour period.
- d. Detail – Local Police Departments and Sheriffs may work no more than twelve (12) hours for overtime traffic enforcement during an officer's scheduled "OFF" time and no more than a total of fourteen (14) hours of combined regularly scheduled time and overtime traffic enforcement. Participating Trooper Posts may schedule details up to ten hours due to department reporting structure that follows state guidelines. The purpose is to prevent the perception of part time work for law enforcers, while ensuring adequate "Operator Rest" before the next work shift.
- e. Vote – Voting or eligibility thereof – the Chief Law Enforcement Official (Chief of Police or Sheriff) or his/her designee of the AGENCY is the official voting representative on the WALEC (West Alabama Law Enforcement Committee).
- f. Excused Absences – A preannounced note or letter mailed (faxed or e-mailed) to any WALEC Officer and WAHSO articulating the time, sensitivity, urgency of presence (e.g. court appearance; personal family or work emergency involving hospital, legal or death) and non availability of other personnel (designated alternate, clerk, or secretary) that may represent the Sheriff or Chief of absent agency.
- g. Overtime Defined – Time beyond an established limit, as working hours in addition to those of a regular schedule; payment for additional work done outside of regular scheduled working hours. *When working ADECA overtime, you may not be on regular shift; clock out to work the overtime detail and then clock back in to work those regular shift hours after your regular scheduled duty hours.*
- h. Overtime Reimbursement – When working ADECA overtime, the agency should not deviate from its overtime policy. ADECA overtime should be consistent with existing Agency or Department of Labor policy. Persons signing up to work this overtime must ensure they have satisfied the regular duty hours as outlined in the Agency's overtime policy – thus ensuring they are overtime eligible. It is recommended WALEC representatives add a disclaimer on their agency overtime sign-up sheets. Here's a sample disclaimer: *"Persons signing up to work this overtime should ensure they have*



*satisfied the regular duty hours as outlined in the overtime policy---thus ensuring they are overtime eligible. Persons who are not overtime eligible may sign up, but should notify Agency WALEC representative of the possibility of their not meeting the overtime threshold". At which time the WALEC representative may claim time worked as straight time.*

Also, agencies must ensure they are first "disbursing funds" to their officers/deputies before requesting "reimbursement of funds" from ADECA.

**Level of Effort – Supplement Not Supplant**

- a. Ascertain if the entity used Federal funds to provide services which they were required to make available under Federal, State, or local law and were also made available by funds subject to a supplement not supplant requirement.

OMB Circular A-133 2.2

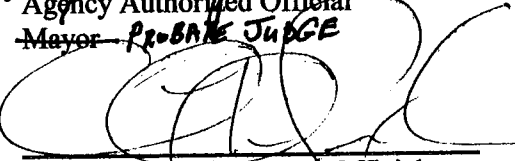
Adjustments in funding level; time period or scope of this agreement may only be accomplished through written amendment to this agreement upon recommendation of the Enforcement Committee and approved by the Executive Committee.

\_\_\_\_\_  
Authorizing Official  
West Alabama Traffic Safety

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agency Authorized Official  
~~Mayor~~ PROBATE JUDGE

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorizing Enforcement Official  
Police Chief SHERI P. P.

\_\_\_\_\_  
Date

9-26-11

\_\_\_\_\_  
Highway Safety Coordinator

\_\_\_\_\_  
Date

## STATE CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49CFR s18.12.

Each fiscal year the State will sign these Certifications and Assurances that the state complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended;
- 49 CFR part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 49 CFR Part 19 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.
- 23 CFT Chapter II – (xx1200, 1205, 1206, 1250, 1251, 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

### Certifications and Assurances

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b)(1)(A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions, local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b)(1)(B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b)(1)(C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 197, at all pedestrian crosswalks (23 USC 402(b)(1)(D));

Cash draw-downs will be initiated only when actually needed for disbursement, cash disbursements and balances will be reported in a timely manner as required by HHTSA, and the same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations (49CFT 18.20, 18.21, 18.41). Failure to adhere to these provisions may result in termination of drawdown privileges);

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation in highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ss 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. s794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (41 U.S.C. ss 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. ss 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. ss 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which may apply to the application.

**The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):**

The State will provide a drug-free workplace by:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The grantees policy of maintaining a drug-free workplace.
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by a paragraph (a).
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
  - 1) Abide by the terms of the statement.
  - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving an actual notice of such conviction.
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
  - 1) Taking appropriate personnel action against such an employee, up to and including termination.
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

### **BUY AMERICA ACT**

The Agency will comply with the provisions of the Buy America Act (23 USC 101 Note\_ which contains the following requirements:

Only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; such that materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### **POLITICAL ACTIVITY (HATCH ACT)**

The Agency will comply with the provisions of 5 U.S.C. ss 1501-1508 and implementing regulations of 5 CTF Part 151, concerning "Political Activity of State or Local Offices, or Employees".

### **CERTIFICATION REGARDING FEDERAL LOBBING:**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **RESTRICTION ON STATE LOBBYING:**

### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial or participation in this covered transaction. This prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason or change circumstance.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it is known that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishments of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)



7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation this proposal.

**ENVIRONMENTAL IMPACT**

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year 09-10 highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1069 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

---

Local Representative for Highway Safety

---

Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

September 30, 2011

Sheriff Edmund Sexton  
Tuscaloosa County Sheriff's Department  
714 1/2 Greensboro Avenue  
Tuscaloosa, AL 35401

Re: COPS Hiring Grant Program Grant #2011UMWX0008  
ORI#: AL06300

Dear Sheriff Sexton:

On behalf of the COPS Office, congratulations on receiving an award for 4 officer position(s) and \$645,716 in federal funds over a three-year grant period under the 2011 COPS Hiring Program (CHP). Your agency may use CHP grant funding to hire or rehire officers on or after the official grant award start date. Enclosed in this packet is your grant award. A list of conditions that apply to your grant is included on the reverse side of the grant award and on the additional award condition pages. You should read and familiarize yourself with these conditions. **To officially accept your grant, the award document must be signed, and all award condition pages, front and back, must be returned to the COPS Office within 90 days from the date of this letter. The enclosed materials include detailed instructions for returning the signed award document by e-mail, fax, or standard mail.**

The official start date of your grant is September 1, 2011. Therefore, you can be reimbursed for approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum and Final Funding Memorandum included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. The Financial Clearance Memorandum will specify the final award amount, and will also identify any disallowed costs.

A supplemental online award package for 2011 COPS CHP grantees can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2367>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your grant, including the 2011 CHP Grant Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your grant. A Frequently Asked Questions (FAQ) document is available to assist you with many questions you may have about your new CHP award. A copy is included in this award packet, and can also be found on the COPS website listed above. Within a few weeks you should receive a financial documentation package from the Office of the Chief Financial Officer, Office of Justice Programs. This important package will contain the forms and instructions necessary to begin drawing down funds for your grant.

Once again, congratulations on your CHP award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Bernard K. Melekian  
Director



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## ACCEPTING YOUR 2011 COPS GRANT AWARD

### Frequently Asked Questions

#### **HOW DO I ACCEPT THIS AWARD?**

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov). You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your grant, the award document must be signed by the top law enforcement and government executives or agency executives as indicated on the award document. Please return both sides of the award document, along with all award condition pages to the COPS Office by e-mail, fax or standard mail within 90 days of the date shown on the award congratulatory letter. Stamps and/or electronic signatures will not be accepted.

#### **WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?**

For your convenience, we have several supporting documents available online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) to assist you in implementing your grant. These resources include:

Grant Owner's Manual	Frequently Asked Questions about the Federal Financial Report (SF-425)
Helpful Hints Guide for Completing the Federal Financial Report (SF-425)	Fact Sheet- Online Filing of FFR SF-425 Quarterly Federal Financial Reports
Frequently Asked Questions (FAQs) Grant Payment Request System (GPRS)	Publication Request Form
Change of Information Form	Federal Civil Rights Statutes and Regulations Memorandum

#### **WHO MUST SIGN THE AWARD DOCUMENT?**

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, Tribal Chairman, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

#### **ARE STAMPED OR ELECTRONIC SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?**

No. Stamped and/or electronic signatures will not be accepted.

**MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?**

Yes. Signed photocopies of the award document will be accepted by e-mail or fax. Please remember to copy both sides of the award document.

**HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?**

Your agency has 90 days from the date listed on the award congratulatory letter to return both sides of your signed award document and all award condition pages to the COPS Office. Failure to return your signed award document within the 90-day time frame will result in your inability to access grant funds, and may result in your agency being withdrawn from your COPS grant program.

**THE GOVERNING BODY IN MY JURISDICTION NEEDS MORE TIME BEFORE GIVING FINAL APPROVAL TO ACCEPT THIS GRANT. WHAT DO I DO?**

If your agency needs more than 90 days to sign and return the award document, please contact your Grant Program Specialist at 1.800.421.6770 to request an extension of the return period. All time extension requests for the purposes of returning the award document will be considered on a case-by-case basis.

**WHERE DO I MAIL THE SIGNED AWARD DOCUMENT?**

Both the front and back of your signed award document along with all award condition pages can be returned to the COPS Office via one of three options listed:

**Electronic Mail:**

The COPS Hiring Program	<a href="mailto:CHP@usdoj.gov">CHP@usdoj.gov</a>
The Child Sexual Predator Program	<a href="mailto:COPSCSPP@usdoj.gov">COPSCSPP@usdoj.gov</a>
The Secure Our Schools Program	<a href="mailto:COPS.SOS@usdoj.gov">COPS.SOS@usdoj.gov</a>

**Fax:**  
202.514.1335

**Mail:**  
U.S. Department of Justice  
Office of Community Policing Services  
ATTN: [Grant Program Name] Control Desk  
145 N Street, N.E., 11th Floor  
Washington, DC 20530

**Before you can draw down these grant funds, the COPS Office must receive both sides of the signed award document and all of the award conditions pages from your agency. To ensure that we receive your signed award in a timely manner, we encourage you to submit your signed award by electronic mail.**

**WHAT IF THE GOVERNMENT AND/OR LAW ENFORCEMENT EXECUTIVE INFORMATION ON THE AWARD DOCUMENT HAS CHANGED?**

Please review the information on your award document carefully. If a change in information (address, phone number, etc.) has occurred, **do not change or correct that information on the award document.** Rather, a Change of Information Form should be submitted to our office. Any alterations to the original award will invalidate the document. You may submit a Change of Information Form online through "Account Access" at [www.cops.usdoj.gov](http://www.cops.usdoj.gov), or you may print a fillable form to submit via fax or mail. Complete the relevant part(s) of that document and submit it to the COPS Office. The COPS Office will then update our records to reflect any changes.

If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

**WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?**

Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov). Please read and familiarize yourself with these conditions.

**IF I STILL HAVE QUESTIONS ABOUT MY AWARD, WHAT DO I DO?**

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.



**U.S. Department of Justice  
Community Oriented Policing Services  
Grants Administration Division  
COPS Hiring Program  
Treasury Account Symbol (TAS) 15X0406**

Grant #: 2011UMWX0008  
ORI #: AL06300  
Applicant Organization's Legal Name: Tuscaloosa County Sheriff's Department  
OJP Vendor #: 636001719  
DUNS #: 6142067530000

**Law Enforcement Executive:** Sheriff Edmund M. Sexton  
Address: 714 1/2 Greensboro Avenue  
City, State, Zip Code: Tuscaloosa, AL 35401  
Telephone: (205) 752-0616  
Fax: (205) 349-0973

**Government Executive:** Chairman W. H. McCollum  
Address: 714 Greensboro Avenue  
City, State, Zip Code: Tuscaloosa, AL 35401  
Telephone: (205) 758-0247  
Fax: (205) 345-9580

Award Start Date: 9/1/2011

Award End Date: 8/31/2014

Full Time Officers Funded: 0

New Hires: 4

Rehires - Pre-Application Layoffs: 0

Rehires - Post-Application Layoffs: 0

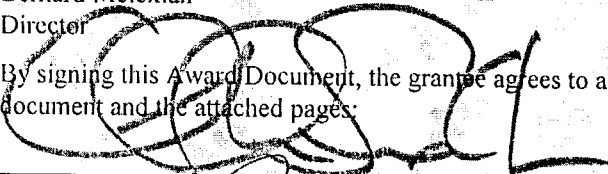
Award Amount: \$645,716.00

  
Bernard Melekian  
Director

SEP 8 2011

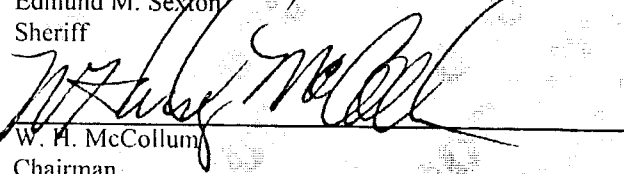
Date

By signing this Award Document, the grantee agrees to abide by all 20 Grant Terms and Conditions on the reverse side of this document and the attached pages:

  
Edmund M. Sexton  
Sheriff

10-10-2011

Date

  
W. H. McCollum  
Chairman

10-19-2011

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:  
103346

U. S. Department of Justice  
*Office of Community Oriented Policing Services*  
**2011 COPS Hiring Program Grant Terms and Conditions**

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the 2011 COPS Hiring Program Grant Owner's Manual: COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the grant application for the COPS Hiring Program; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.

3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget due to state, local, or Bureau of Indian Affairs (BIA) budget cuts;
- b. Rehiring officers who had already been laid off at the time of grant application as a result of state, local, or BIA budget cuts; and/or
- c. Rehiring officers who were, at the time of grant application, scheduled to be laid off on a specific future date as a result of state, local, or BIA budget cuts.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of COPS Hiring Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to the COPS Office. You should carefully review your Final Funding Memorandum (FFM), which is also included in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in the FCM. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Final Funding Memorandum and Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process, and should not be spent by your agency.

4. **Supplementing, Not Supplanting.** State, local, or BIA funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally-funded vacancies resulting from attrition during the life of the grant.

5. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

6. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

7. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for lay-off on a specific future date post-application. Grant modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.



U. S. Department of Justice  
Office of Community Oriented Policing Services  
2011 COPS Hiring Program Grant Terms and Conditions

8. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.
9. **Reports.** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting quarterly programmatic progress reports and quarterly financial reports.
10. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Americans with Disabilities Act (ADA) of 1990, as amended (42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 225, 611); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I); regulations implementing the ADA, as revised (28 C.F.R. parts 35 and 36; 29 C.F.R. parts 1630, 1640, 1641; 47 C.F.R. §§ 64.601-606, 611, and 613; 49 C.F.R. parts 37 and 38). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
11. **Equal Employment Opportunity Plan (EEOEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
12. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
13. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
14. **Community Policing.** Community policing activities to be initiated or enhanced by your agency were identified and described in your CHP grant application with reference to each of the following elements of community policing: a) community partnerships and support; b) related governmental and community initiatives that complement your agency's proposed use of CHP funding; and c) how your agency will use the funds to reorient its mission or enhance its commitment to community policing.
- The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must engage in community policing activities.
15. **Community Policing Self Assessment Tool.** The COPS Office will require your agency to complete the Community Policing Self Assessment Tool (CP SAT) twice within the grant period, at the beginning and again towards the end of your grant period.
16. **Contracts With Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction.
17. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
18. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).
19. **Central Contractor Registration and Universal Identifier Requirements.** The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:
- A. Requirement for Central Contractor Registration (CCR)*  
Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers*  
If you are authorized to make subawards under this award, you:
1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has

U. S. Department of Justice  
Office of Community Oriented Policing Services  
2011 COPS Hiring Program Grant Terms and Conditions

provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

**C. Definitions**

For purposes of this award term:

1. **Central Contractor Registration (CCR)** means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site at <http://www.ccr.gov>.
2. **Data Universal Numbering System (DUNS) number** means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet at <http://fedgov.dnb.com/vcbform>.
3. **Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:**
  - a. A governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. **Subaward:**
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. **Subrecipient** means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the federal funds provided by the subaward.

20. **Reporting Subaward and Executive Compensation.** The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

**a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
  - i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsrs.gov](http://www.fsrs.gov).
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at [www.fsrs.gov](http://www.fsrs.gov) specify.

**b. Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1 of this award term:
  - i. As part of your registration profile at [www.ccr.gov](http://www.ccr.gov).
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

U. S. Department of Justice  
Office of Community Oriented Policing Services  
**2011 COPS Hiring Program Grant Terms and Conditions**

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (A) 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [www.sec.gov/answers/excomp.htm](http://www.sec.gov/answers/excomp.htm).)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward.

For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions**

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

**e. Definitions. For purposes of this award term:**

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a state, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



**U. S. Department of Justice**  
*Community Oriented Policing Services*

**Grants Administration Division**  
**COPS Hiring Program**

145 N Street, N.E.  
Washington, DC 20530

**Memorandum**

**To:** Sheriff Edmund M. Sexton  
Tuscaloosa County Sheriff's Department

**From:** Andrew A. Dorr, Assistant Director for Grants Administration  
John Oliphant, Supervisory Senior Policy Analyst  
Budget Prepared By: Barry Bratburd, Senior Policy Analyst

**Re:** COPS Hiring Program Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

OJP Vendor #: 636001719      ORI #: AL06300      DUNS #: 6142067530000      Grant #: 2011UMWX0008

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Personnel	\$477,364.00	\$477,364.00	\$0.00	
Fringe Benefits	\$168,352.00	\$168,352.00	\$0.00	
Direct Costs:	\$645,716.00	\$645,716.00	\$0.00	
<b>Grand Total</b>	<b>\$645,716.00</b>	<b>\$645,716.00</b>	<b>\$0.00</b>	
<b>Grand Total:</b>	<b>Federal Share:</b>	<b>\$ 645,716.00</b>		
	<b>Applicant Share:</b>	<b>\$ 0.00</b>		

**Cleared Date:** 9/2/2011

**Overall Comments:**

The total amount awarded has been reduced from the amount requested due to limitations on the availability of CHP funding in 2011.



**COPS Hiring Program  
Final Funding Memo  
U.S. Department of Justice, Office of Community Oriented Policing Services**

**Legal Name:** Tuscaloosa County Sheriff's Department  
**Grant Number:** 2011UMWX0008

**ORI:** AL06300  
**Date:** September 23, 2011

	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount Disallowed</u>	<u>Total Allowed</u>	<u>Reason Disallowed/Adjusted</u>
<b>Personnel</b>						
Salaries	4	\$ 119,341.00	\$ 477,364.00	\$ 0.00	\$ 477,364.00	
<b>Total:</b>				<u>\$ 0.00</u>	<u>\$ 477,364.00</u>	
<b>Fringe Benefits</b>						
Fringe Benefits	4	\$ 42,088.00	\$ 168,352.00	\$ 0.00	\$ 168,352.00	
<b>Total:</b>				<u>\$ 0.00</u>	<u>\$ 168,352.00</u>	
<hr/>						
<b>Grand Total:</b>						
Total Federal Share:			\$ 645,716.00			
Total Local Share:			\$ 0.00			
Total Project Costs:			\$ 645,716.00			
Total Disallowed Costs:			\$ 0.00			

**Cleared Date:** 9/2/2011

**Overall Comments:**

The total amount awarded has been reduced from the amount requested due to limitations on the availability of CHP funding in 2011.