

CITY OF SELMA

WE ARE **TOGETHER**



DANTELE WOOTEN
DIRECTOR,
PLANNING &
DEVELOPMENT

HENRY HICKS, SR.
DIRECTOR,
PUBLIC WORKS

JOHN KINNERSON, JR.
DIRECTOR,
INFORMATION
TECHNOLOGY

KENTA FULFORD
CHIEF,
POLICE DEPARTMENT

STEPHANIE E. MENIFEE
DIRECTOR,
PUBLIC BUILDINGS

MAYOR'S REPORT

COUNCIL MEETING

August 23, 2022

MAYOR JAMES PERKINS, JR.

SUBMITTED: TUESDAY, AUGUST 16, 2022

   @selmacityhall

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

Mayor's Report

Submitted on August 16, 2022
Council Meeting August 23, 2022
6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

1. Budget Amendment for Machine Materials and Supplies – Henry Hicks, Sr., Director, Public Works
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Request to Adjust Budget Line Items

2. Budget Amendment for Auto Fuel– Henry Hicks, Sr., Director, Public Works
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Request to Adjust Budget Line Items

3. WSFA News Weather Camera Agreement – John Kinnerson, Jr., Director, Information Technology
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Weather Camera Agreement
 - D. Pictures of Tentative Camera Placement

4. Declaration of Surplus of Unneeded Property for the Police Department – Kenta Fulford, Chief, Police Department
 - A. Memorandum to Council
 - B. Resolution (R 255 -21/22)

5. Public Buildings Committee Report – Stephanie E. Meniffee, Director, Public Buildings
 - A. Memorandum to Council
 - B. Memorandum to the Mayor

6. Authorization to Apply to the Department of Justice LET Grant – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R 258 -21/22)

7. Approval of U.S. Army Corps of Engineering Design Agreement – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R 259 – 21/22)
 - C. Design Agreement Between the Department of the Army and City of Selma, Alabama

8. Approval of Department of Justice COPS Grant Agreement – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R 260 – 21/22)
 - C. Award Letter

9. Approval of Budget Transfer from National Advertising to Riverfront Enhancements – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R 261 -21/22)
 - C. Request to Adjust Budget Line Items

10. Authorization of Professional Services Agreement Intersection and Roadway Traffic Operations Evaluation – Danielle Wooten, Director, Planning & Development
 - A. Memorandum to Council
 - B. Resolution (R 262 – 21/22)
 - C. Professional Services Agreement Quote

11. Updates
 - A. Finance Report
 - B. City Attorney's Report

Announcements:

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Budget Amendment – Public Works for Machine Materials & Supplies

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

Terri Barnes-Smith
Treasurer



**Finance
Department**

Selma, Alabama

To: Mayor James Perkins, Jr.

From: Terri Barnes-Smith, Treasurer

Date: August 16, 2022

Re: Budget Amendment – Public Works

I am also requesting the approval of transferring funds of \$2,000.00 to 1-6200 51035- Machine Materials and Supplies from 1-6200 51039 – Wrecker Service in the amount of \$1,000.00 and from 1-6200 51013 – Dues/Membership to Association in the amount of \$1,000.00.

Thank you for your support.

City of Selma

Request To Adjust Budget Line Items

TO: Finance Department

DEPT HEAD/COUNCIL: Henry Hicks, Sr.

DEPARTMENT/WARD: Public Works

Please transfer funds from/to the accounts and in the amounts listed below for the following reason:


Purpose of Transfer: Line item budget adjustments.

Transfer Request "TO" Accounts


Account Name	"To" Account#	Budgeted Account \$	Expended YTD \$	Available Budget Balance \$	Transfer Amount \$	% of Transfer
Mach Material & Supplies	1 6200 51035	\$ 8,751.00	\$ 7,502.69	\$ 302.20	\$ 2,000.00	22.9%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
				TOTAL	\$ 2,000.00	

Transfer Request "FROM" Accounts

Account Name	"From" Account#	Budgeted Account \$	Expended YTD \$	Available Budget Balance \$	Transfer Amount \$	% of Transfer
Wrecker Service	1 6200 51039	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,000.00	50.0%
Dues/Membership to Association	1 6200 51012	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,000.00	66.7%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
				TOTAL	\$ -	



 Department Head Signature 8/18/22 Date



 Treasurer Approval 12 Aug 22 Date

Mayor Approval _____ Date _____

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: August 16, 2022
Re: Budget Amendment – Public Works for Auto Fuel

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

Terri Barnes-Smith
Treasurer



**Finance
Department**

Selma, Alabama

To: Mayor James Perkins, Jr.

From: Terri Barnes-Smith, Treasurer

Date: August 16, 2022

Re: Budget Amendment – Public Works

I am requesting the approval of transferring funds of \$30,000.00 to 1-6200 51038 – Auto Fuel from 1-6200 51037 – Vehicle Maintenance and Repairs due to budget overages.

Thank you for your support.

City of Selma

Request To Adjust Budget Line Items

TO: Finance Department

DEPT HEAD/COUNCIL: Henry Hicks, Sr.

DEPARTMENT/WARD: Public Works

Please transfer funds from/to the accounts and in the amounts listed below for the following reason:

Purpose of Transfer: Line item budget adjustments due to increase in gas and lubes for vehicles

Transfer Request "TO" Accounts

Account Name	"To" Account#	Budgeted Account \$	Expended YTD \$	Available Budget Balance \$	Transfer Amount \$	% of
						Transfer
Auto Fuel	1 6200 51038	\$ 127,000.00	\$ 133,248.48	\$ (8,054.33)	\$ 30,000.00	23.6%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL					\$ 30,000.00	

Transfer Request "FROM" Accounts

Account Name	"From" Account#	Budgeted Account \$	Expended YTD \$	Available Budget Balance \$	Transfer Amount \$	% of
						Transfer
Vehicle Maint & Repairs	1 6200 51037	\$ 200,000.00	\$ 126,964.45	\$ 65,274.51	\$ (30,000.00)	-15.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
		\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL					\$ -	

Henry Hicks, Sr. 8/17/17

Department Head Signature Date
[Signature] 12/29/17

Treasure Approval Date

Mayor Approval Date

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: August 16, 2022
Re: WSFA News Weather Camera Agreement

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P



CITY OF SELMA, ALABAMA
INFORMATION TECHNOLOGY DEPARTMENT

JOHN KINNERSON, JR.
Information Technology Director

PHONE (334) 874-2575
E-MAIL jkinnerson@selma-al.gov

To: James Perkins, Jr., Mayor
Cc: Selma City Council
From: John Kinnerson, Jr., IT Director
Date: 8/16/2022
Re: WSFA Weather Camera Agreement

Mayor Perkins,

I am requesting favorable consideration to enter into an agreement with WSFA, LLC for the installation of a weather camera. This proposed 3-year agreement shall commence on the effective date of August 30, 2022 and shall continue until August 30, 2024.

Site Location

The proposed site location for camera installation is:

Selma Welcome Center
14 Broad St, Selma, AL 36701

Annual Cost

Per the agreement, the total 3-year cost is \$30,000, with an annual cost of \$10,000. The IT Department will cover this expenditure from account 1.6115.51045

Please see the attached documents for more detailed information.

John Kinnerson, Jr
IT Director
jkinnerson@selma-al.gov
334-874-2575

WSFA 12 WEATHER CAMERA AGREEMENT

This agreement ("Agreement") is being made and entered into on this the 24th day of August 2022, by and between The City of Selma, Alabama ("Site Owner") and WSFA, LLC ("Station").

1. Basic Terms

1.1. Site Location. _____
("Building").

Term. The initial term of this Agreement shall commence as of August 30th, 2022 ("Commencement Date") and shall continue until August 30th, 2025. Either party may request a renewal agreement at that time. The Weather Camera Contract covers any needed equipment replacement, camera service and/or maintenance as well as on air mentions as described below for a three (3) year period. The cost will be \$30,000. This total cost will be paid by *Site Owner* in three installments as follows: (1) \$10,000 within 60 days following signing of the contract, and (2) \$10,000 paid at the beginning of year two before August 30th 2023, and (3) \$10,000 paid at the beginning of year three before August 30th 2024. Site owner will receive mutually agreed upon verbal mention of the site by WSFA Meteorologist each time the camera is used for the duration of the agreement. The camera will be used at least ten times per week, with one of these uses during the 6 p.m. newscast. WSFA will host a special event including live shots and interviews from Selma on a date agreed upon by both parties, when the camera is officially launched.

Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing. The parties' respective addresses for delivery of any notice hereunder shall be as set forth below, or such other address as any party may have designated by notice to the other.

Site Owner:

Station:

Attn: Mark Bunting
VP, General Manager
WSFA TV
445 Dexter Avenue
Suite 7000
Montgomery, AL 36104

2. Grant of Rights

2.1. Permission to Install/Maintain Camera. Site Owner hereby agrees to allow Station to install and maintain a camera/weather station on the roof of the Building (the "Site") for the term of this Agreement.

2.2. Permitted Uses. Site Owner grants Station permission to install, operate and maintain the following equipment: camera, weather station, non penetrating roof mount and a managed personal computer. ("Equipment") on the Site.

2.3 Power. Site Owner will provide sufficient electricity for the operation of the Equipment, including a 15-amp 120-volt power outlet.

2.4 Internet access. Site Owner will allow Equipment to be connected to and use the Building's Internet connection for outbound traffic only up to 10 Mb.

2.5 Site Access shall be provided to Station and its employees, agents and service contractors, who reasonably need such access in connection with the installation, maintenance and/or operation of the Equipment.

3. **Ownership of Equipment; Maintenance**

Station will retain ownership of the Equipment. Station will, at its sole cost and expense, maintain the Equipment in good order and repair. Upon the termination or expiration of this Agreement, Station shall promptly disconnect and remove the Equipment from the Site.

4. **Hold Harmless**

Station will release and hold Site Owner harmless from any damage to the Equipment, provided that Site Owner uses reasonable efforts to restrict access of the roof to its employees, contractors and/or agents who reasonably need such access.

5. **Miscellaneous**

5.1. Interpretation. This Agreement, and its validity, interpretation and enforcement, shall be governed by the laws of the state of Alabama. Venue will be located in Montgomery, Alabama.

5.2. Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by both parties.

Accepted and Agreed this _____ of _____ 2022.

Site Owner

Station

By: _____
Print Name:
Title:

By: _____
Print Name:
Title:

WSFA WEATHER CAMERA

Technical Description and Requirements Technical Description

- Non penetrating galvanized steel mount with cinder blocks as ballast.
- Mount sits on five-eighths-inch-thick rubber mat that protects Site Owner roof.
- Overall weight of the mount, camera and ballast is less than 300lbs.
- Camera is POE (power over ethernet) with 36x1 zoom lens and 360-degree view.
- We use direct burial/outdoor rated CAT6 Cable between POE and camera which does not require conduit.
- WSFA installs the camera and mount and services the camera as needed.

Site Owner Requirements

- Provide 120-volt power 24/7 within 300ft of the camera in an indoor space.
- Provide internet service with minimum of 10MB download / 3MB upload and (1) fixed IP address.
- Provide local contact for roof access when WSFA needs to service the camera.
- Provide local contact who is familiar with the internet service.
- Provide local contact who can reboot the camera and internet device occasionally if needed.

Typical weather camera installation shown below





The camera network package calls for the Selma weather camera to be used a minimum of 520 times reaching a minimum of 259,807 un-duplicated persons ages 18+ each year for three years. The total for the three year contract will result in a minimum of 1,560 airings of the Selma camera reaching a minimum of 677,942 persons ages 18+. The value of this package equates to: \$225,000 with the actual cost to Selma over three years totaling just \$30,000.





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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Declaration of Surplus Unneeded Property for the Police Department

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

**RESOLUTION
R255-21/22**

**DECLARATION OF SURPLUS OF UNNEEDED PROPERTY
FOR THE POLICE DEPARTMENT**

WHEREAS, Alabama Code Section 11-43-56 states that the council shall have the management and control of the finances and all of the property, real and personal, belonging to the city or town; *and*

WHEREAS, the Director of Public Safety-Selma City Police Department has concluded and determined that the property owns certain personal property described as follows:

Unit# 10, 2009, Dodge Charger, Red, Tag# 27BD-979, VIN# 2B3KA43T69H550557
Unit# 11, 2009, Dodge Charger, Blue, Tag# 27BD-973, VIN# 2B3KA43T89H550558
Unit# 16, 2009, Dodge Charger, Gray, Tag# 27BD-978, VIN# 2B3KA43TX9H550559
Unit# 26, 2008, Dodge Charger, Black, Tag# 27BD-974, VIN# 2B3KA43H88H299275
Unit# 88, 2010, Dodge Charger, Gray, Tag# 27BD-982, VIN# 2B3AA4CT2AH208104
Unit# 89, 2010, Dodge Charger, Gold, Tag# 1841AC5 , VIN# 2B3AA4CT0AH208103; and

WHEREAS, the Selma City Police Chief has communicated with the Public Works Director, and asked that the above-listed items be removed from their present location, and he has agreed; and

WHEREAS, §11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma, Alabama that the personal property listed above is no longer needed for public or municipal purposes, and is hereby declared to be surplus property.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are hereby authorized to dispose of the personal property listed above by allowing the same to be discarded as deemed appropriately under Section 2-322 of the Selma Municipal Code.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE ____ DAY OF _____, 2022.

The Municipality of Selma, Alabama

Warren Young, *President*

ATTEST:

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: August 16, 2022
Re: Public Buildings Committee Report

Find attached document(s) for your review about the above referenced subject.

In advance, thank you.

J/P

Stephanie E. Meniffee
Director



**Department of
Public
Buildings**
Selma, Alabama

To: Mayor James Perkins, Jr.

From: Stephanie E. Meniffee, Director

Re: Public Buildings Committee Report

Date: August 16, 2022

1. All rental facilities are available for use.
VSM- custodian & tour guide expected to hire within the next (2) weeks; have interviewed potential staff.

2. Zeta Damages
22- Properties/ Facilities Damage Claims

5 -Claims Denied: Public Works, Animal Shelter, Lorenzo Harrison Cemetery, Red Building-
Riverfront Park, City Hall

11- Facilities work complete: Memorial Stadium, Tennis Court, Red School House, Softball
Complex, Old Depot Museum, Library, Interpretive Center, George P. Evans, Bloch Park, Old
Live Oak Cemetery Wall, Vaughan-Smitherman Museum

6- Facilities under construction, awaiting quotes or awaiting results/reports from architect.
Fire Station#3/Garage, New Live Oak -Fence/Gate, Dallas Academy, Byrd School,
Amphitheatre, Classroom Building/Garage (Police Department).

3. Convention Center- outer wall complete, started inside repairs; no completion date at this
time.

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Authorization to Apply to the Department of Justice LET Grant – **Deadline August 31, 2022**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R258-21/22

**AUTHORIZATION TO APPLY TO THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS (ADECA) LAW ENFORCEMENT AND TRAFFIC SAFETY
(LETS) EDWARD BYRNE MEMORIAL JAG FUND**

WHEREAS, the City of Selma, Alabama (“the City”) desires to submit an application to the Alabama Department of Economic and Community Affairs (ADECA) Law Enforcement and Traffic Safety (LETS) Division for the 2022 Edward Byrne Memorial JAG Fund; and

WHEREAS, ADECA is making approximately \$3.0 million in federal Justice Assistance Grant (JAG) funds available for subgrants to eligible state and local law enforcement agencies through their unit of local government; and

WHEREAS, the grant funds additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for law enforcement programs, prosecution and court programs, technology improvement programs, officer safety and wellness programs, etc.; and

WHEREAS, the City of Selma possesses the legal authority to apply for said grant and has determined that adequate staff and expertise are in place to prepare the stated application and execute the proposed program; and

WHEREAS, the application will be reviewed for potential funding awards to localities rating the highest in the rating criteria; and

WHEREAS, the cost of the project is estimated at an amount not to exceed one hundred and fifty thousand dollars (\$150,000.00) in federal funds with no grant match requirement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to file the said application, including all understandings and assurances contained therein, and does hereby authorize and direct Mayor James Perkins, Jr., as the official representative of the applicant to act in connection with the application and to provide such information as may be required.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 23rd day of August, 2022.

ATTEST:

IVY HARRISON, CITY CLERK

WARREN BILLY YOUNG, PRESIDENT

APPROVED:

JAMES PERKINS, JR., MAYOR

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Approval of U.S. Army Corps of Engineering Design Agreement – **Deadline August 31, 2022**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION 259-21/22

**APPROVAL OF DESIGN AGREEMENT BETWEEN CITY OF SELMA, ALABAMA AND
U.S. ARMY CORPS OF ENGINEERING FOR THE
SELMA, ALABAMA FLOOD RISK MANAGEMENT AND BANK STABILIZATION
PROJECT**

WHEREAS, the City of Selma, Alabama (“the City”) desires to enter into a design agreement with the U.S. Army Corps of Engineering to provide preconstruction, engineering and design services for the Flood Risk Management and Bank Stabilization Project; and

WHEREAS, federal funds were provided in the Infrastructure Investment and Jobs Act, Division J, Title III of Public Law 117-58 to initiate design of the project for flood risk management and bank stabilization in Selma, Alabama; and

WHEREAS, the cost of the project is estimated at one million, one hundred and forty-five thousand dollars (\$1,145,000.00) with seven hundred and forty-five thousand dollars (\$745,000.00) in federal funds; and

WHEREAS, the City has agreed to a 35% non-federal cost share in the amount of four hundred thousand dollars (\$400,000.00) from budgeted grant match line items 1.7000.73029/1.7000.73040.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to enter into an agreement with the U.S. Army Corps of Engineering for the purpose of funding this project for the above funding amounts. Upon completion of the execution of the agreement by all parties, a copy of such agreement shall be kept on file by the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 23rd day of August, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF SELMA, ALABAMA
FOR
DESIGN
FOR THE
SELMA, ALABAMA FLOOD RISK MANAGEMENT AND BANK STABILIZATION
PROJECT

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Mobile District (hereinafter the "District Commander") and the City of Selma, Alabama (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, Federal funds were provided in the Infrastructure Investment and Jobs Act, Division J, Title III of Public Law 117-58 to initiate design of a project for flood risk management and bank stabilization in Selma, Alabama;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to construction of the Project, and Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215), provides that the costs of design shall be shared in the same percentages as construction of the Project;

WHEREAS, based on the Project's primary project purpose of flood risk management, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the design costs under this Agreement; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means an approximately 1,000 linear foot soldier-pile wall with a top elevation of 110 feet North American Vertical Datum of 1988 along the Alabama River in the vicinity of downtown Selma, Alabama and development of a flood response plan, as generally described in the Selma, Alabama Flood Risk Management Study Integrated Feasibility Report and Environmental Assessment, dated May 2021 and approved by the Division Commander for South Atlantic Division on October 1, 2021.

B. The term "Design" means performance of detailed pre-construction engineering and design, up through preparation of plans and specifications for the initial construction contract only, and development of a flood response plan, for the Project.

C. The term "design costs" means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include the Government's costs for engineering and design, including economic, real estate, and environmental analyses, a safety assurance review, if required, and supervision and administration; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

E. The term "in-kind contributions" means those creditable materials or services provided by the Non-Federal Sponsor that are identified as being integral to Design of the Project by the Division Commander for Mobile District (hereinafter the "Division Commander"). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for Design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW as required for Design of the Project.

F. The term "betterment" means a difference in the Design of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to Design of the Project.

G. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant

thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 35 percent of design costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall be responsible for undertaking any investigations that the Government determines are required for Design of the Project to identify the existence and extent of any HTRW.

2. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in design costs and credit towards the Non-Federal Sponsor's share of such costs, the cost of in-kind contributions performed by the Non-Federal Sponsor that are determined by the Government to be integral to Design of the Project. Creditable in-kind contributions may include costs for engineering, design, and supervision and administration, but shall not include any costs associated with betterments. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of design costs. Failure to provide such documentation in a timely manner may result in denial of credit. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; any items not identified as integral in the integral determination report; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the design costs under this Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contracts solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. In addition to the ongoing, regular discussions between the parties regarding Design delivery, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

G. The Non-Federal Sponsor may request in writing that the Government include betterments in the Design of the Project. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article III.F., must provide funds to cover the difference in the costs for design of such work, as determined by the Government, in advance of the Government performing the work.

H. If the Government and Non-Federal Sponsor enter into a Project Partnership Agreement for construction of the Project, the Government shall include the design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, design costs are projected to be \$1,145,000, with the Government's share of such costs projected to be \$745,000, and the Non-Federal Sponsor's share of such costs projected to be \$400,000, which includes creditable in-kind contributions projected to be \$0 and the amount of funds required to meet its cost share projected to be \$400,000. Costs for betterments are projected to be \$0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal

Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of design costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 30 calendar days after receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article III.E. If at any time the

Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor
City of Selma
P.O. Box 450
Selma, Alabama 36702-0450

If to the Government:

District Commander
U.S. Army Corps of Engineers, Mobile District
P.O. Box 2288
Mobile, Alabama 36628

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF SELMA, ALABAMA

BY: _____

Jeremy J. Chapman
Colonel, U.S. Army
District Commander

BY: _____

James Perkins, Jr.
Mayor

DATE: _____

DATE: _____

8

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Approval of Department of Justice COPS Grant Agreement – **Deadline September 6, 2022**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION 260-21/22

**APPROVAL OF AGREEMENT BETWEEN THE CITY OF SELMA AND U.S.
DEPARTMENT OF JUSTICE (DOJ) BYRNE DISCRETIONARY COMMUNITY PROJECT
GRANT #15PBJA-22-GG-00141-BRND**

WHEREAS, the City of Selma, Alabama (“the City”) desires to enter an agreement with the U.S. Department of Justice (DOJ) Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program for community policing within the City of Selma; *and*

WHEREAS, the grant funds are targeted to develop and enhance programs that engage the community in violence reduction efforts including street outreach, gun violence interventions, group violence interventions, and other strategies that provide wraparound services to communities.; *and*

WHEREAS, applications were reviewed for potential funding awards to localities rating the highest in the rating criteria and the Office of Justice Programs (OJP) has approved the application submitted by City of Selma for award under the BJA FY 22 funding opportunity; *and*

WHEREAS, the cost of the project is estimated at an amount not to exceed five hundred and fifty thousand dollars (\$550,000.00) in federal funds with non-federal match in the amount of one hundred thirty-seven thousand and five hundred dollars (\$137,500.00) to be allocated from the Selma Police Department budget over the three-year period of October 1, 2022 to September 30, 2025. .

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to enter into an agreement with the Department of Justice (DOJ) Office of Justice Programs (OJP) for the purpose of funding this project for the above funding amounts. Upon completion of the execution of the agreement by all parties, a copy of such agreement shall be kept on file by the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 23rd day of August, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

Award Letter

July 26, 2022

Dear Danielle Wooten,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SELMA, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$550,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients
The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give

assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
 - (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
 - (3) A renovation that will change the basic prior use of a facility or significantly change its size
 - (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
 - (5) Implementation of a program involving the use of chemicals (including the
-

identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator
First Name
Orbin
Middle Name
Last Name
Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
SELMA, CITY OF
UEI
K412JN3GMMA8
Street 1
222 BROAD ST
Street 2
City
SELMA
State/U.S. Territory
Alabama
Zip/Postal Code
36701
Country
United States

County/Parish
Province

Award Details

Federal Award Date
7/26/22
Award Type
Initial
Award Number
15PBJA-22-GG-00141-BRND
Supplement Number
00
Federal Award Amount
\$550,000.00
Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	

Statutory Authority

Pub. L. No. 117-103, 136 Stat 49, 125; 28 USC 530C

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.
Solicitation Title

2022 BJA FY 22 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program

Application Number
GRANT13611875
Awarding Agency

OJP
Program Office
BJA
Grant Manager Name
Gale Farquhar
Phone Number
202-598-9522
E-mail Address
Gale.Farquhar@usdoj.gov
Project Title
Community Oriented Policing Services in Selma, Alabama
Performance Period Start Date
10/01/2022
Performance Period End Date
09/30/2025
Budget Period Start Date
10/01/2022
Budget Period End Date
09/30/2025
Project Description

The leadership of the Selma Police Department will actively seek involvement from schools, churches, and other civic organizations. By developing a community policing strategy, we will facilitate a community effort to create awareness and show a public presence in the community. This will be done by utilizing the Neighborhood Bike Response Team, Neighborhood Liaison Officers, and Community Engagement Coordinator(s) within high crime areas. The Selma Police Department hopes to reduce crime by forcing criminals out of targeted areas who conduct unlawful activities within our community. The Selma Police Department's commitment to community policing will be measured through internal review. The review will be conducted department-wide, to include all uniform patrol, executive, and civilian staff. Neighborhood watch groups will be developed to help speak about an initiative regarding see something say something approach, with hopes in lowering violence and criminal activities in our high crime areas. We will have community engagement forums and surveys that will collect data from citizens anonymously to attempt to gauge a true assessment of the feelings and the needs within their community. All information will be used to develop new ways to incorporate community relationships between the police department and civilians.

The most effective method of laying the ground work for change is based on the SARA method as recommended by the Office of Community Oriented Policing Services, U.S. Department of Justice. SARA is a four-stage problem-solving process model that has proven to be effective in identifying and prioritizing problems in a community. The steps involved are Scanning, Analysis, Response, and Assessment. The current local issue is not just a problem for the target areas but also the City of Selma at large.

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must

provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal

Notices: Special circumstances as to particular award conditions"
(ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted

on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the

federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division,

ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

31

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

32

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

33

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

35

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this

award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

36

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

37

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

38

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic

or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

39

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

40

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

41

Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

42

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

43

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests

related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

45

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

46

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

48

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

49

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

50

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

[Load More](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General
Name of Approving Official
Maureen Henneberg
Signed Date And Time
7/25/22 10:36 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Planning & Development Director
Signed Date And Time

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Approval of Budget Transfer from National Advertising to Riverfront Enhancements –
Deadline August 23, 2022

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R261-21/22

APPROVAL OF BUDGET TRANSFER FOR RIVERFRONT ENHANCEMENTS

WHEREAS, the City of Selma, Alabama (“the City”) desires to enhance the Riverfront Park recreational sites and provide safe and adequate access by improving parking, installing streetscape treatments, upgrading lighting, and other necessary enhancements; and

WHEREAS, the City solicited cost estimates and anticipate the project to not exceed an amount of ninety thousand dollars (\$90,000.00); and

WHEREAS, a budget transfer of forty thousand dollars (\$40,000) from the National Advertising line item in tourism account 3-6000-57160 to the Riverfront Amphitheater line item 3-6000-57135.

WHEREAS, through the bid process, if applicable, the City will seek to engage qualified contractors to perform the specified work; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to transfer funds in the amount of \$40,000 between the to/from accounts identified herein for the purpose of executing projects to enhance access to Riverfront recreational sites and surrounding areas.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 23rd day of August, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR



City of Selma Request To Adjust Budget Line Items

To: FINANCE DEPARTMENT

From: Planning & Development Dept.

Date: 8/16/2022

Please transfer funds from/to the accounts and in the amounts listed below:

Transfer Request "TO" Accounts

Account Name	"To" Account #	Budgeted Amount	Current Balance (before this transfer)	Transfer Amount \$
Amphitheater	3-6000-57135	\$50,000	\$50,000	\$40,000
TOTAL				

Transfer Request "FROM" Accounts

Account Name	"From" Account #	Budgeted Amount	Current Balance (before this transfer)	Transfer Amount \$
National Advertising	3-6000-57160	\$63,000	\$43,145.26	\$40,000
TOTAL				

Comment Required: Explain reason for requesting transfer(s) For enhancement of the Riverfront Park recreational sites to provide safe and adequate access by improving parking, installing streetscape treatments, upgrading lighting, and other necessary enhancements

Danielle Wooten
Department Head Signature

8/16/2022
Date

TREASURER APPROVAL

Date

MAYOR APPROVAL

Date

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR

WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: August 16, 2022

Re: Authorization of Professional Services Agreement Intersection and Roadway Traffic Operations Evaluation – **Deadline August 23, 2022**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

J/P

RESOLUTION R262-21/22

**AUTHORIZATION OF PROFESSIONAL SERVICES FOR INTERSECTION AND
ROADWAY TRAFFIC OPERATIONS EVALUATIONS**

WHEREAS, the City of Selma, Alabama (“the City”) desires to solicit professional services to perform an Intersection and Roadway Traffic Operations Evaluation of U.S. Highway 80 Broad Street and/or Highland Avenue; and

WHEREAS, the City desires to seek future grant funding to enhance and improve the roadway access and conditions along US Highway 80 Broad Street and Highland Avenue which is maintained by the Alabama Department of Transportation (ALDOT); and

WHEREAS, to submit competitive grant applications ALDOT requires that intersection and roadway traffic operations evaluations are completed for all projects on identified state highways; and

WHEREAS, the City has solicited cost estimates from qualified consultant(s); and

WHEREAS, the cost is estimated at an amount not to exceed fourteen thousand and six hundred dollars (\$14,600.00) from the special projects line item 1.6006.51021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma, Alabama that James Perkins, Jr., in his capacity as Mayor, is hereby authorized to execute an agreement for intersection and roadway traffic operations evaluation services for the US Highway 80 Broad Street and/or Highland Avenue project area. Upon completion of the execution of the agreement by all parties, a copy of such agreement shall be kept on file by the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,

on this the 23rd day of August, 2022.

WARREN BILLY YOUNG, PRESIDENT

ATTEST:

IVY HARRISON, CITY CLERK

APPROVED:

JAMES PERKINS, JR., MAYOR

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **City of Selma** ("Client"), doing business at 222 Broad Street, Selma, Alabama 36701 and **Skipper Consulting, Inc.** ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to undertake an intersection and roadway traffic operations evaluation in Selma, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit "A" referred to herein, constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following services under this agreement:

SEE EXHIBIT "A"

2. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant shall rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall cooperate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. **COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting, Inc. on behalf of the Client, undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

<u>Work Task</u>	<u>Basic Service Fee</u>
Traffic Counts	\$ 4,000.00
Intersection and Roadway Traffic Operations Evaluation	\$ <u>10,600.00</u>
Project Total Fee	\$ 14,600.00

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1, the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reach more than 15 days past the due date, the Consultant has the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are limited to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days written notice should the other party fail substantially to perform in accordance with its obligations through no fault of the other. In the event of termination of this agreement due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to the termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind made prior to the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant safe access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Consultant other than for the project for which documents or deliverables were prepared with written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have any liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

APPROVED FOR SKIPPER Consulting, Inc.

By: _____

By: Darrell B. Skipper

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: April 26, 2022

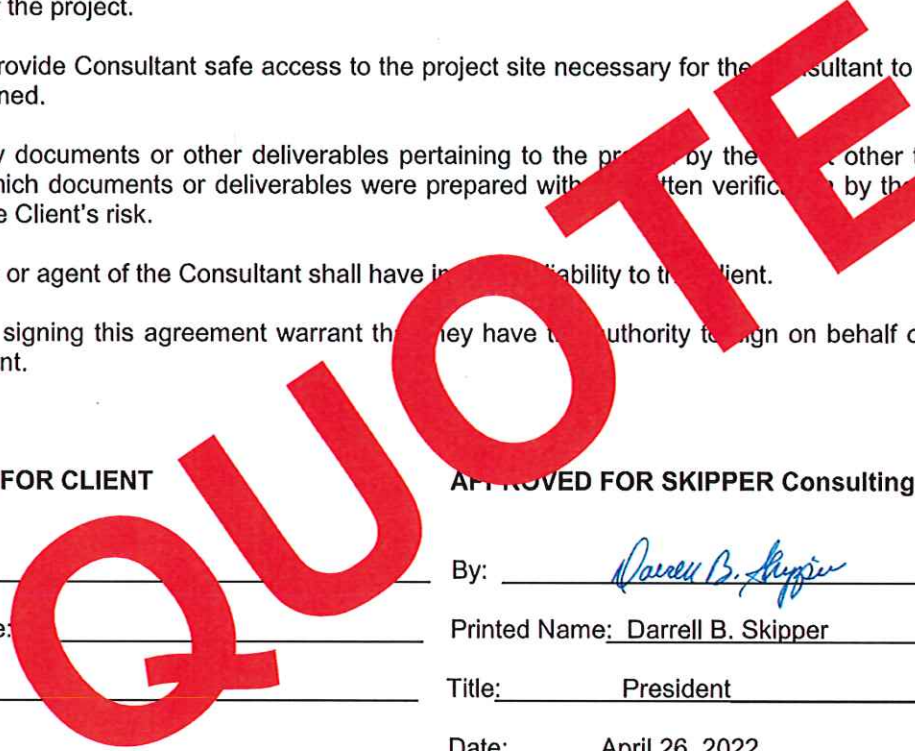


Exhibit "A"
SCOPE OF WORK
U.S. Highway 80 (Broad Street)
Intersection and Roadway Traffic Operations Evaluation
Selma, Alabama

The Consultant (Skipper Consulting, Inc.) proposes to provide professional traffic engineering and planning services to perform an intersection and roadway traffic operations evaluation along U.S. Highway 80 (Broad Street) in Selma, Alabama. A three-block area along Broad Street are planned to be modified (four intersections) from Water Avenue to Alabama Highway 22 (Dallas Avenue). The following scope of work has been developed to address questions and concerns of the Alabama Department of Transportation (ALDOT), our knowledge of the study area and experience in providing similar services on other projects.

Data Collection: The consultant would conduct traffic counts on the roadway segments at the intersections to be studied within the project limits. The following items indicate the data counts needed for the analysis:

- AM/PM turning movement counts at the four intersections in the project limits as well as at the two alleys that intersect Broad Street (total of six intersections).
- Two (2) 24-hour roadway segment counts on the U.S. Highway 80 in the blocks between Water Street and Alabama Avenue and Selma Avenue and Dallas Avenue.

Obtain traffic signal timings for each of the four intersections in the study limits and any traffic signal systems timing from the ALDOT and use this information as a basis for conducting capacity analysis.

Observations of Current Vehicle and Pedestrian Circulation: The Consultant would conduct observations of current vehicle and pedestrian circulation and travel patterns throughout the corridor through the use of drone flights. Drone flights will be conducted along the study area during both morning and afternoon peak hour conditions. Patterns and practices will be identified and used in the traffic analysis for current and proposed modified conditions.

Analysis of Existing Conditions: Using collected traffic volume data at the intersections in the study area for morning and afternoon peak hour conditions and information contained in the drone observations, an analyze will be conducted for existing conditions. Information obtained from this analysis will include intersection capacity and resultant levels of service, vehicle queuing for each movement on each approach of an intersection, pedestrian activity and patterns of street crossings, pedestrian impact on intersection traffic signal timings, identify safety issues and identify operational deficiencies that will require mitigation consideration during the project. This analysis will form a basis for comparison against proposed modifications to the project area.

Analysis of Future Conditions: The project is planned to include mid-block medians that will alter the traffic operations to and from alleys in the study area. Additionally, the project will convert current angle parking to parallel parking and provide pedestrian features at all signalized intersections in the project area. The process of undertaking and evaluation of the proposed project improvements will include:

- Reassigning traffic currently utilizing alleys to the adjacent side street and signalized intersections along Broad Street;
- Perform a capacity analysis for each of the four study intersections and the street segments along Broad Street.
- Identify the level of services to be provided by implementation of the study modifications. As part of this analysis define intersection and lane delays, queuing of vehicles on each movement in the intersection, pedestrian impacts based on the project improvements, and determine if any deficiencies exist and what, if any, measures are required to mitigate each deficiency.

- Working with the design team determine the final geometrics of the concept for improvements in the project area.

Documentation: The Consultant develop a summary of the data gathered, the analysis, and operational recommendations based on the findings of this study process. This summary will be in a technical report format and distributed to the client for review and comment. Once all comments have been incorporated into the final traffic report, a final signed and seal document will be provided to the client for their use and Distribution.

Meeting(s): It is anticipated our attendance at one (1) in-person meetings will be necessary in the Selma/Montgomery area per the client's request. Additionally, if the Client would like for the Consultant to undertake additional services not included in this agreement, the Consultant will provide an amendment to this agreement to the Client and proceed upon receipt of authorization.

QUOTE