

RESOLUTION NO. 2026 – 68

TO ENTER INTO CONTRACT WITH JMCM CONSULTING FOR PROFESSIONAL SERVICES

WHEREAS, the Cullman City Council has determined that it would serve a public purpose to enter into contract with JMCM Consulting for the professional services for AFG grant writing and administration assistance; and

NOW THEREFORE BE IT RESOLVED by the Cullman City Council in the State of Alabama that the Mayor is hereby authorized to enter into a contract with JMCM Consulting for the professional services for AFG grant writing and administration assistance.

ADOPTED BY THE CITY COUNCIL this the 9th day of February, 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 9th day of February, 2026.

Mayor

COUNCIL AGENDA REQUEST**Date:** 02.03.2026**Department:** Fire**Name:** Darren Peeples**Phone:** 256-775-7192**Email:** dpeeples@cullmanal.gov**Type of request (select all that apply):**

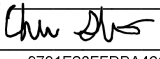
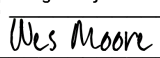
<input type="checkbox"/> Alcohol License	<input type="checkbox"/> Annexation	<input type="checkbox"/> Bid Award
<input type="checkbox"/> Budget Amendment	<input type="checkbox"/> Change Order	<input type="checkbox"/> Codification Change
<input checked="" type="checkbox"/> Contract Approval	<input type="checkbox"/> Petition	<input type="checkbox"/> Proclamations
<input type="checkbox"/> Public Comment	<input type="checkbox"/> Resolution	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Special Event	<input type="checkbox"/> Tax Abatement	<input type="checkbox"/> Variance
<input type="checkbox"/> Other		

Reason for Request:To approve a contract for grant writing services for AFG Grant (Assistance to Firefighter Grant Program).**Supporting Documentation:**☒ Attach supporting documentation.**Signature:** Darren Peeples**Approval Sequence:****1. Administration – City Clerk’s Office**

Verifies form is completed and proper documentation is attached.

☒ Approved to Move Forward ☐ Rejected ☐ Return to Requestor**Comments:** _____**Signature:** Pam Leslie **Date:** 02.03.2026**2. Council Committee Chairperson**

Ensures necessity of the requested expense.

☒ Approved to Move Forward ☐ Rejected ☐ Return to Admin**Comments:** Signed by: _____**Signature:**  **Date:** February 3, 2026 | 7:35 PM CST9731E20FFDBA46C...**3. Council President**☒ Approved for Council Agenda ☐ Rejected ☐ Return to Committee**Comments:** Signed by: _____ Council President**Signature:**  **Date:** February 4, 2026 | 8:43 AM CST373F5C72C0C944B...**4. Administration – City Clerk’s Office**☒ Added to Council Agenda **Date of Meeting:** 2/9/26**Comments:** Signed by: _____**Signature:**  **Date:** February 4, 2026 | 9:24 AM CST6F02210223EC457...

Initials: _____



AUTHORIZATION TO ENGAGE JMCM CONSULTING

SCOPE OF WORK

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

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

PROJECT SCHEDULE

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

Client will be informed of the AFGP application period, once FEMA publishes the application period dates.

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

PROJECT COST

JMCM Consulting will provide professional project development and administrative services for 6.25% of the federal share of the grant award. This fee is NOT included in the project cost request. It cannot be paid from grant funds the department may receive. It must be paid from the Client's general fund as a fee for professional services. No grant funds from any federal program can be used to pay consulting fees.

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

This agreement will remain in effect until cancellation by either party by written notification.

Initials: _____

JMCM Consulting
STANDARD TERMS AND CONDITIONS

1. GENERAL

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

2. CLIENT'S RESPONSIBILITIES

- 2.1 Designate ONE CLIENT's representative that has the authority to provide information and instructions to the CONSULTANT.
- 2.2 Provide CONSULTANT with all information needed to develop the project proposal, including, but not limited to, financial records, operation records, budgets, revenue sources, incident records and all other information requested by the CONSULTANT pertaining to this project.
- 2.3 CLIENT certifies that the information provided to the CONSULTANT is accurate and correct.
- 2.4 The CONSULTANT will not be responsible for inaccurate or incomplete information provided by the CLIENT.
- 2.5 CLIENT will obtain the consents, approvals and authorization necessary to prepare the project proposal and submit the application.
- 2.6 Notify the CONSULTANT if or when the CLIENT learns of any development that affects the scope or timing of CONSULTANT's services.
- 2.7 CLIENT agrees to follow procurement laws as defined by FEMA and CLIENT'S governmental authority.
- 2.8 The CONSULTANT will provide assistance with the System for Award Management (SAM) registration as needed. This SAM registration support is complimentary for CLIENTS under contract with the CONSULTANT until the contract terminates. If the Client endorses the contract and receives SAM registration assistance but cancels the contract before the application is submitted, a fee of \$1,000 will be due to the CONSULTANT for services related to the SAM registration upon written notification of cancellation.

3. PERIOD OF SERVICE

- 3.1 The period of service is dependent upon the FEMA published application period. The CLIENT will be promptly notified once the application period is published by FEMA.
- 3.2 CONSULTANT will prepare the project proposal to be submitted for consideration of a grant award from the Assistance to Firefighter Grant Program(s) during the published application period.
- 3.3 The CONSULTANT will assist with the project until the final closeout documents are submitted and approved, at which time the CONSULTANT will provide the CLIENT written notification that services for this project are completed. This may be as long as three years.

4. PROJECT COSTS

- 4.1 CONSULTANT will provide professional project development and administrative services for 6.25% of the amount of the federal funded grant award. Once the total cost of the project is determined, the CONSULTANT will give the CLIENT a Project Cost Estimate for approval, before

Initials: _____

the application is submitted.

4.2 CLIENT understands that project development services are provided at no charge.

5. CONSULTANT'S OUTPUT, MATERIALS AND INFORMATION

5.1 All tangible and intellectual items prepared by CONSULTANT, such as project narratives or information or (without limit) any other materials created or provided pursuant to this contract by the CONSULTANT are considered intellectual property and shall be and remain the CONSULTANT's property and copyright. CLIENT may retain copies for reference, but any substantive reuse on another project; in whole or in part; or distribution to a third party by any means without CONSULTANT's written consent is prohibited. This clause cannot be cancelled, in the event services are terminated.

5.2 CONSULTANT shall not unreasonably withhold or deny written permission for the CLIENT to disclose the narrative created by the CONSULTANT to the CLIENT's attorneys, accountants, auditors or other professional agents associated with the entity for the purposes of conducting usual audits and other business of the CLIENT.

5.3 CLIENT agrees they will not copy, share or distribute information contained in the project proposal or grant application to anyone other than the aforementioned.

5.4 CLIENT agrees that if the CONSULTANT's work product is distributed or shared without the CONSULTANT's permission, CLIENT will be responsible for payment of the 6.25% professional services fee due to distribution without authorization.

5.5 CLIENT agrees that if a project application is created and submitted pursuant to this Agreement is denied, and the CLIENT does not retain the CONSULTANT to assist with resubmission of this project; and CLIENT resubmits any or part of the information contained in the CONSULTANT's work product, such an act will be considered a continuance of the of this original agreement; therefore professional fees will be due to the CONSULTANT if the project is successfully awarded funding in the same manner as this original agreement.

5.6 CONSULTANT undertakes they will not at any time divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client.

6. PAYMENT

6.1 If CLIENT receives an AFGP award, CONSULTANT will submit an invoice for payment, due within 30 days of the published award date.

6.2 If CLIENT fails to make payment within thirty (30) days of receipt of invoice, a monthly late fee of 1.5% of balance due will be applied. In addition, CONSULTANT may give written notice to suspend services until paid in full or payment arrangements have been made.

6.3 CONSULTANT's compensation shall not be reduced by any amounts.

6.4 This agreement may be terminated without cause by either party before completion of services; however, 100% of the professional services will be payable within the terms set forth in the agreement.

7. SERVICES UPON PROJECT FUNDING

7.1 CONSULTANT agrees to provide the following services for the CLIENT upon receipt by the CLIENT of an official Assistance to Firefighter Grant award notification. These services will be provided to the extent agreed upon between the CONSULTANT and the CLIENT.

7.2 CONSULTANT will assist CLIENT with understanding procurement requirements as defined by FEMA and CLIENT'S local jurisdiction.

7.2.1 If requested, the CONSULTANT will assist CLIENT with development and/or review of equipment specifications.

7.3 CONSULTANT will assist CLIENT with the submission of the necessary performance

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reports, financial reports or other documentation as required by AFGP.

7.4 The CLIENT will provide the CONSULTANT with all documentation required to prepare the grant closeout report, for example: cancelled check/proof of payment; Invoices; Bid Documents; Serial Numbers of Equipment, etc.

7.4.1 CONSULTANT will assist CLIENT with submission of required documents to complete/close the awarded grant.

8. MISCELLANEOUS

8.1 The agreement shall be governed by the laws of the State of Alabama and Chambers County, Alabama.

8.2 CLIENT agrees that CONSULTANT reserves the right to withdraw from the project if the CLIENT fails to follow his/her advice or engages in conduct which makes continued administration of the project difficult or if the CLIENT directs the CONSULTANT to engage in conduct which CONSULTANT perceives as unethical or illegal or in direct conflict to AFG Notice of Funding Opportunity.

END OF TERMS & CONDITIONS

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

JMCM Consulting, LLC.

Effective June 1st, 2025

By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855

Office (334) 864-0094

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

cmonroe@jmcmconsulting.com

Signature: _____

Name: _____

Title: _____

Department: _____

Date: _____

Initials: _____

Third Party Authorization for Account Access

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

This includes the following systems:

- ✓ FEMA GO/login.gov web portal (act as Authorized Organization Representative)

Required information:

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

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

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

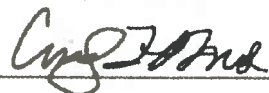
This authorization will remain in effect until revoked in writing by the entity. All request for revocation should be addressed hard copy to:

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

JMCM Consulting, LLC.

Effective June 1st, 2025

By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855

Office (334) 864-0094

Fax (800)-211-9006

cmonroe@jmcmconsulting.com

Signature: _____

Name: _____

Title: _____

Department: _____

Date: _____

2025 Fiscal Year Grant Information

Age of Device —

There are currently two sources that regularly review depreciation of medical supplies.

- The American Hospital Association's 2004 Estimated Useful Lives of Depreciable Hospital Assets lists the life expectancy of a defibrillator at five years.
- The Department of the Army Technical Bulletin (TB MED 7) lists life expectancy of a defibrillator at eight years.
- Current age of devices ranges from 2015-2018 is the newest.
- In 2025, we ran 243 Cardiac-related calls in the city of Cullman.
 - Of those calls, 36 were cardiac arrests.

Grant Request will include

1. Lifepak 35 monitors x 6.
2. Lucas CPR Machines x 5.
3. Adult male full body.
4. Child full body manikin.
5. Infant full body manikin.
6. iPad and software to enhance training to meet real life scenarios.
7. CPR Monitoring equipment to assess quality of hands-on CPR. (New AHA Guideline).

Total amount requested for grant is \$523,330.88.

JMCM Consulting will charge a fee upon us receiving the grant award a 6.25% fee of the awarded amount. \$31,072.77.

The City of Cullman will be responsible for 5% match of the grant. \$26,166.54.

Total for City to pay is \$57,239.31.