

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 18, 2018

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC
Executive Director Kaye Harris with One Place Family Justice Center
Community Development Manager Leslie York with Central Alabama Regional Planning
and Development Commission (CARPDC)
Revenue Manager Terri Henderson

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Singleton

Pledge of Allegiance Led by Commissioner Harris

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of June 4, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project and Resolution of Applicant for Matching Funds, District Attorney's Office
2. Consider Authorization of Grant Application the Mid-South Resource Conservation & Development Council, Sheriff's Office
3. Consider Authorization of the 2018-2019 ACCA Legislative Committee Nominee, County Commission
4. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
5. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
6. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
7. Consider Authorization of Bid Award to Troy Cablevision, Inc., for Private Data Network, Bid Number 51965-18B-021, Information Systems
8. Consider Authorization of Bid Award to Lott Enterprises dba Filter Service Company, Inc., for Air Filters and Service, Bid Number 51901-18B-019, Support Services
9. Consider Authorization of Budget Change Request Number 2, Appraisal Department
10. Consider Authorization of Budget Change Request Number 1, District Attorney's Office (Child Support Unit)
11. Consider Authorization of Position Fill Requests – Detention Facility (2)
 - Corrections Officer Trainee, Position Number 500419024
 - Corrections Officer Lieutenant, Position Number 500422155
12. Consider Authorization of Position Fill Requests – Sheriff's Office (2)
 - Deputy Sheriff Trainee, Position Number 550430121
 - Deputy Sheriff Lieutenant, Position Number 550434076
13. Consider Authorization of Position Fill Request – Probate Judge's Office (1)
 - Customer Service Clerk, Position Number 750016021
14. Consider Authorization of Travel/Training Requests (11)

Reports from Staff:

Administrator
Deputy Administrator
County Engineer
County Attorney

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

JUNE 18, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

JULY 2, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JULY 4, 2018

County Holiday (Independence Day)

JULY 23, 2018

Regular County Commission Meeting
5:00 p.m. - Information Session
6:30 p.m. - Formal Session
Trenholm State Community College, Auditorium (Building
D), Patterson Campus
3920 Troy Highway, Montgomery, AL

AUGUST 6, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

AUGUST 20, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

6-18-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-1-18

Check Number	To	Check Number
278431		278463
Total Checks Paid		\$61,054.74

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

JUN 18 2018

6-18-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-1-18

Check Number	To	Check Number
278464		278513
Total Checks Paid		\$131,107.93

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

JUN 18 2018

6-18-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-8-18

Check Number	To	Check Number
278514		278572
Total Checks Paid		\$166,304.22

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

6-18-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-8-18

Check Number	To	Check Number
278573		278663
Total Checks Paid		\$502,052.77

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED

6/8/18

Payroll Check Number	130184	To	Payroll Check Number	130241	\$	43,709.30
Direct Deposits					\$	867,498.29
Payroll Check Number	130242	To	Payroll Check Number	130259	\$	256,951.12
Direct Deposits					\$	396,852.66
Federal Deposits					\$	295,668.63
Total Payroll Paid					\$	1,860,680.00

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

AGENDA

JUN 18 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: June 13, 2018

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date is January 1, 2019. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, June 18.

Thank you for your continued support for the VAW Prosecution Unit.

attachment

Revised 6/05/2014

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name Montgomery County Commission Address 101 S. Lawrence St. Montgomery, AL 36104 P.O.Box PO Box 1667 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail			3. Authorizing Official Name Elton N. Dean, Sr. Title Chairman, Montgomery County Commission Address 101 S. Lawrence St. PO Box 1667 Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail eltondean@mc-ala.org		
2. Implementing Agency Name Montgomery County District Attorney's Office Phone # (334) 832-2550					
4. Project Director Name Rhonda B. Cape Address 100 S. Lawrence St. Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org			5. Financial Officer Name Sherrill R. Thomas Address 101 S. Lawrence St. Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org		
6. Current Grants Number: 17-WF-PR-006 Number: Number: Number: Number:			7. Program Under Which Application is Made Violence Against Women Act (VAWA)		
8. Active membership in any Statewide associations or coalitions? AL District Attorneys Assoc, AL State Bar Assoc, District Attorney Investigator Assoc, VOCAL, AL Coalition Against Domestic Violence, AL Coalition Against Sexual Violence, One Place Family Justice Center, Office of Prosecution Services					
9. Name of the Project (Brief Descriptive Title) <i>Montgomery County Violence Against Women Prosecution Unit</i>			10. Total Grant Funds Requested \$90,000.00		
12. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No			11. FEIN: 63-6001653		
			13. DUNS Number: 99839086		
			14. Sam.gov Registration Expiration Date: 10/24/2018		
15. Federal Congressional Districts Served:			2nd Congressional District		
16. Organization Type (Check one which applies) ☐ State Agency ☐ Public College or University ☐ Private Not-for-Profit Agency ☒ Local Government ☐ Private College or University ☐ Private For-Profit Company ☐ Other Government Entity ☐ Public Not-for-Profit Agency ☐ Private Individual					

The Montgomery County Violence Against Women Prosecution Unit of the Montgomery County District Attorney's Office provides vertical prosecution and victim services advocacy of cases involving violence against women including domestic violence, sexual assault, stalking, and human trafficking.

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – General Application Narrative

1. The service to be provided is specialized prosecution and related services to female victims of domestic violence and other violent and sexual crimes to ensure they receive all of the tools and assistance they need for both immediate and long-term safety and wellbeing, to follow through with prosecution of their offenders, and to ensure coordination with law enforcement and other agencies to hold perpetrators of violence against women accountable for their actions. Domestic violence, stalking, sexual assault, and human trafficking continue to be sensitive issues requiring a multi-faceted approach in Montgomery. It is essential that victims get access to the best services available, including comprehensive victim advocacy and victim services cross-referrals.
 - a. The main purpose of the District Attorney Violence Against Women Prosecution Unit (VAWPU) is to provide a Deputy District Attorney (DDA) to prosecute violence against women by representing victims in court and grand jury proceedings.
 - b. Along with prosecution comes victim's services, provided a Victim Services Officer (VSO) along with the DDA, who communicates with victims about their cases, informing them of court dates, discussing their cases and their specific needs, and referring them to other appropriate service providers depending on their individual needs.
 - c. The DA VAWPU collaborates with other agencies to ensure that victims receive the full gamut of available services.
 - d. The DA VAWPU also engages in numerous community outreach and educational programs as well as speaking to the media with the goal of educating the public about the issues of domestic violence, sexual assault, human trafficking, and other violent crimes against women.
2. The target service area is Montgomery County, a mix of urban and rural areas with a population of roughly 226,646. The City of Montgomery has a population of approximately 201,717, and is home to eight colleges and universities. Women make up 58.9% of Montgomery County's population, and 22.6% of people in the county live under the poverty level. In 2017, the Montgomery Police Department made contact with 1,500 victims of domestic violence and fielded 9,515 calls regarding domestic violence incidents. In 2017, the Montgomery County Sheriff's Office fielded 520 domestic violence calls. These numbers show the continuing need for the DA VAWPU.
 - a. The DA VAWPU provides both prosecution and victim services to female victims of violent felonies that occur in Montgomery County. The DA VAWPU also provides these services to female victims of misdemeanor domestic violence occurring within Montgomery County in District Court and to prosecute misdemeanor crimes of violence against women occurring within the municipality of the City of Montgomery, which are transferred to District Court through a special program called TARGET.

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – General Application Narrative

3. Achievements from the last grant cycle include
- a. The VAWPU prosecuted 539 court hearings in misdemeanor violence against women cases and 597 court hearings in felony violence against women cases.
 - b. Services provided through STOP grant funding included dedicated prosecution in six Circuit Courts by a trained DDA of violence against women felonies that occur in Montgomery County. STOP funding allows this DDA to prosecute misdemeanor crimes of violence against women. STOP grant funding also provides a dedicated Victim Service Officer (VSO) who regularly communicates with the victims about their cases, oftentimes attends court with the victims, and refers victims to needed services.
 - c. Participated in various community outreach and educational opportunities
 - i. The VAWPU DDA and VSO attended multiple Domestic Violence task force meetings. The DDA and VSO attended the Alabama Crime Victim's Compensation Commission Reception in honor of Crime Victim's Rights Week. The DDA was the guest speaker at STAR 21st Annual "Take Back the Night" program. The DDA and VSO were guest speakers at the DV Task Force on court process, prosecution and victim services. The DDA and VSO attended the Family Sunshine Center's 4th Annual Domestic Violence Awareness Program. The DDA presented an educational seminar on Domestic Violence and Sexual Assault at the One Place Family Justice Center (FJC) to 14 students from the University of Georgia. The DDA and VSO also provided information to the public on violence against women services at the 2017 Alabama National Fair.
 - d. Utilizing an evidence based prosecution style
 - i. The DA VAWPU routinely uses additional evidence aside from victim testimony including 911 calls, photographs, jail phone calls, text messages, phone calls logs, and eyewitness and law enforcement testimony. This evidence is typically collected by law enforcement and requested by the DDA and VSO in order to enhance prosecution of violence against women offenders.
 - e. The DDA and VSO have participated in multiagency domestic violence homicide reviews as part of the High Alert Lethality Team (HALT).
4. The DA VAWPU collaborates with other service providers, law enforcement, and others within the criminal justice system to provide victim services.
- a. The DA VAWPU helps to provide wraparound services to victims of violence against women, which increases their likelihood of following through with prosecution and receiving available services. The Unit collaborates with other victim services agencies to provided holistic services to victims. The Unit works with the One Place Family Justice Center and its multiple on-site partners including the Montgomery Police Department's Domestic Violence Unit, the Family Sunshine Center, Legal

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – General Application Narrative

Services of Alabama, the Family Violence Clinic of the Faulkner University Jones School of Law, Standing Together Against Rape program of the Light House Counseling Center, a Montgomery city magistrate, and Willow the Courthouse Facility dog), as well as numerous offsite partners. All these organizations housed together in one facility allows for weekly meetings to discuss cases and share information between agencies to allow not only effective investigations and prosecutions of crime, but to ensure that victims receive all other services, both for immediate needs, such as short-term housing, and for long-term needs, such as counseling and permanent protection from abuse orders. This collaboration not only helps ensure that victims receive these crucial services, but helps service providers (including the DA VAWPU) keep current contact information for victims to better communicate with them about their cases and ensures that victims are not falling through the cracks. This collaboration also provides enhanced security for victims, so that they can speak with service providers and even sign arrest warrants all in one secure facility.

- b. DDA Mayweather-Jones is the current co-chair of the Montgomery County Domestic Violence Task Force which is comprised of representatives of dozens of agencies within the County. The Task Force meets monthly to discuss issues related to domestic violence and strives to complete at least one task every month to fight domestic violence. The DDA and VSO attend the meetings.

The Montgomery County District Attorney plans to ensure the long-term sustainability of the DA VAWPU by committing the resources of a legal assistant, and office space to the Unit along with the Child & Elder Abuse DDA to help it accomplish its mission of holistic prosecution and victim advocacy. The sensitive nature of violence against women cases is evident to the District Attorney's Office, as well as the various partners through the FJC and Montgomery County Domestic Violence Task Force, and it is apparent that maintaining a specialized DDA and VSO for these cases is crucial for successful prosecution.

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – VAWA STOP Appendix

1. The proposed goals and objectives are
 - a. To improve the criminal justice system as it concerns the prosecution of violence against women.
 - i. By providing specialized vertical prosecution of all domestic violence, stalking, sexual assault, and human trafficking cases.
 - ii. By making contact early and keeping communication open with victims of these crimes in order to ensure that they continue to follow through with prosecution. Lack of victim cooperation is one of the biggest hurdles to prosecution of domestic violence cases, so the DDA and VSO will seek to decrease the number of cases dismissed for failure to prosecute by the victim.
 - iii. By assessing the needs of each individual victim and directing/ helping them to make contact with additional service providers that will help them maintain financial independence from their abusers and receive counseling to prevent reconciliation with their abusers.
 - iv. In an effort to help victims be safe after coming forward to report crimes, the DDA will seek heightened bonds against violence against women offenders, as well as filing motions to revoke bond and/or probation as appropriate.
 - v. While the DDA cannot control the ultimate outcome of court proceedings, the DDA and VSO will attempt to make contact with each victim, discuss the respective case with each victim with which contact can be made in order to seek the best possible resolution, and discuss additional service providers with each victim and assist those victims requiring additional services in every way possible.
 - vi. The DDA and VSO will consult with other service providers to remain knowledgeable about the most current victim services information.
 - vii. The DDA will meet with and train law enforcement about applicable laws in order to ensure that defendants are properly charged. The DDA will also be on call for law enforcement to consult.
 - b. To change public attitudes concerning violence against women.
 - i. The DDA will provide public speaking, training, public service announcements or other forms of outreach and communication to help change the public's biases concerning violence against women and to educate them on resources available to victims
 - ii. The DDA and/or VSO will take on at least four speaking engagements and/or media appearances on these topics in order to better educate the public about these issues, the law, and the services available.
 - c. To establish a community-based response concerning violence against women.

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – VAWA STOP Appendix

- i. By actively participating in task forces, community groups, and promoting law reform.
 - ii. The DDA will continue to serve as co-chair of the Montgomery County Domestic Violence Task Force in order to maintain relationships with all involved agencies. The VSO will regularly attend these meetings. The DDA will be involved in the Alabama Human Trafficking Task Force to cultivate relationships with both local and federal agencies.
2. The services rendered will be prosecution and related services to female victims of violent crime. This will include frequent communication with victims through the duration of prosecution of offenses, informing victims of their rights, and placing them in direct contact with other service providers.
3. The specific tasks and activities that grant funded staff will conduct during this project:
 - a. Providing vertical prosecution of violence against women crimes and associated victim services by
 - i. Representing victims at preliminary hearings, grand jury proceedings, status and sentencing hearings, as well as trial.
 - ii. Communicating with victims in advance of court hearings, either by telephone or face to face meeting, depending on the individual needs of the victim.
 - iii. Making contact with victims within a week upon receiving a case from law enforcement in 95% of cases.
 - iv. Maintaining consistent communication and an open door policy with victims, conducting specific victim preparation meetings.
 - b. Public outreach
 - i. Speaking to students at local colleges and schools, and other groups through various public avenues regarding violence against women, how to recognize these crimes, how to report the crimes, what the law is, and what victim services are available to victims and their family members. Assist in events with the Task Force to bring awareness to area organizations about dealing with domestic violence and resources available for use to get victims the help and counseling they need. Host programs at the FJC open to the public to discuss domestic violence in the Montgomery community and have survivors share their stories.
 - c. Community based response
 - i. Provide training seminars to local law enforcement agencies on the law, investigation and prosecution, and advocacy in relation to domestic violence, stalking, sexual assault, strangulation, and human trafficking cases. Provide information to local agencies in the community that help victims of domestic violence, stalking, sexual assault, strangulation and human trafficking cases.

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – VAWA STOP Appendix

- ii. Facilitate coordination between law enforcement agencies and victim services agencies.
- 4. There are many long-term benefits to successful completion of this project. One major outcome will be greater consistency and continuity in prosecution and advocacy of violence against women cases, as well as greater victim trust in the criminal justice system. This will ultimately reduce recidivism and increase victim participation in prosecution while helping to reduce the number of violent crimes against women.
 - a. A safer community for women.
 - i. More successful prosecution of violence against women offenders keeps these offenders off the streets.
 - ii. More successful prosecutions sends the message that violence against women will not be tolerated, and may lead to a decrease in the occurrences of these crimes if offenders know that they will be arrested, taken to court, and possibly incarcerated.
 - b. A more educated community.
 - c. Giving victims the education and tools they need to leave their abusers and break the chain of abuse by learning how to identify and avoid abusive relationships will lead to a decrease in violent crimes against women.
- 5. The project will be tracked and evaluated through statistical data in regards to prosecution and community outreach efforts.
 - a. The number of collaborative meetings attended and number of court hearings and victim meetings attended will be tallied monthly and quarterly. This will measure the success of the proposed project.
 - b. The DDA and VSO will use a number of recording tools including, but not limited to, Microsoft Excel and Word, monthly reporting and quarterly reporting templates.
 - c. The VSO will collect and maintain the statistical data.
 - d. The statistical data will be collected each month in preparation for a quarterly grant report. The data will be collected by tabulating the number of court hearings, victim preparation meetings in advance of grand jury and court proceedings, and the number of task force meetings the DDA attends, as well as the number of public speaking engagements, and any other task that meets the objectives of this project.
- 6. Volunteers collaborate with the DA VAWPU in a variety of ways.
 - a. The DA VAWPU sometimes utilizes law students as unpaid interns during the summers or for a semester of class credit. These interns assist with court preparation, legal research, and victim meetings.
 - b. The DA VAWPU works with Willow the Courthouse Facility Dog, and her handler, who is a volunteer, to provide comfort for victims during court preparation, grand jury proceedings, and court hearings.

**Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Budget**

Program Name: VAWA

Subgrantee:	Montgomery County Commission		
Subgrantee #:			
Funding Period:	1/1/2019	through	12/31/2019
	Beginning Date		End Date

**Budget
Totals**

Salaries:

\$ 83,655.36

Total Fringe:

\$ 35,996.69

Total Personnel:

\$ 119,652.05

Total Professional Services:

Total Travel Expenses:

Total Operating Expenses:

\$ 347.95

Equipment Expenses:

[illegible]

Total Equipment Expenses:

\$ -

In-Kind Services:

Personnel:	\$ -
Professional	-
Travel:	-
Operating:	
Equipment:	-

Total In-Kind Services:

\$ -

Total Project Cost:

\$ 120,000.00

Project with 20% Match:	\$ 120,000.01
For ADECA use only: (Cash Split Ratio)	
ADECA/LETS (GMS %):	75.00000000%
Subgrantee (GMS %):	25.00000000%
For ADECA use only: (Cash and In-Kind Split Ratio)	
ADECA/LETS (GMS %):	75.00000000%
Subgrantee (GMS %):	25.00000000%

ADECA/LETS Share:	75.00%	\$ 90,000.00
Cash Match:	25.00%	\$ 30,000.00
In-Kind Match:	0.00%	\$ -
(VOCA Only) Match Waiver:	0.00%	\$ 0.01
Total Match:	25.00%	\$ 30,000.01
Net Project:	100.00%	\$ 120,000.00

Signature:

Rhonda B Cape
(Certified Official)

Date: 6/13/18

Updated: 6/12/2018

Program Name: **VAWA**

(VOCA Only) Purpose Area:

Category Totals

To Add More See Attachment 1B (Personnel):

Salaries Total: \$ 83,655.36

Fringe Benefits Total: \$ 35,996.69

\$ 119,652.05

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – Budget Narrative Section

Program: VAWA

PERSONNEL - Salaries

1. Terri Mayweather-Jones, Deputy District Attorney (DDA) – 100%, \$57,121.2 annual, paid semi-monthly, Full-Time

The Deputy District Attorney will serve as the vertical prosecutor for felony violence against women cases and for misdemeanor cases set on the dedicated domestic violence docket; represent the VAWPU in public functions and conduct unit meetings to maintain focus and identify areas of significant concern.

This position is tied to the goals/objectives #1, 2 and 3, and the project tracking in #5 that are described within the VAWA Appendix. This position will also work with volunteers and law students as appropriate.

2. Carolyn Tyus, Victim Services Officer (VSO) – 100%, \$26,534.16 annual, paid semi-monthly, Full-Time

The Victim Services Officer (VSO) will contact victims, facilitate and schedule regular victims' meetings, assist law enforcement agencies in early contact with victims, and to provide appropriate materials and information to victims. The VSO will also provide clerical support, research assistance in trial preparation, maintain records for evaluation procedures, and provide support for community liaison efforts for the Unit as a whole.

This position is tied to the goals/objectives #1, 2, and 3, and the project tracking in #5 that are described within the VAWA Appendix. This position will also work with volunteers and law students as appropriate.

PERSONNEL – Fringe:

FICA is calculated at 7.65% of gross salaries (\$6,399.64). Retirement is calculated at 14.14% of gross salary for the DDA (\$8,076.94) and at 14.51% of gross salary for the VSO (\$3,850.11). Health Insurance is calculated at \$930 per person per month. Funding for ten months of health insurance is requested for the DDA (\$9,300.00) and for nine months for the VSO (\$8,370.00).

Professional Services: N/A

Travel: N/A

Operating Expenses: \$347.95 is requested for general office supplies as allowed by the Subgrantee Administrative Manual (SAM).

Equipment Expenses: N/A

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – Budget Narrative Section

Total Grant Amount: \$120,000.00

The Montgomery County District Attorney's Office will provide the required matching funds.

The pay periods and associated pay dates are as follows:

<u>Pay Period</u>	<u>Pay Date</u>
January 1 – 15, 2019	February 1, 2019
January 16 – 31, 2019	February 15, 2019
February 1 – 15, 2019	March 1, 2019
February 16 – 28, 2019	March 15, 2019
March 1 – 15, 2019	April 1, 2019
March 16 – 31, 2019	April 16, 2019
April 1 – 15, 2019	May 1, 2019
April 16 – 30, 2019	May 16, 2019
May 1 – 15, 2019	May 31, 2019
May 16 – 31, 2019	June 14, 2019
June 1 – 15, 2019	July 1, 2019
June 16 – 30, 2019	July 16, 2019
July 1 – 15, 2019	August 1, 2019
July 16 – 31, 2019	August 16, 2019
August 1 – 15, 2019	August 30, 2019
August 16 – 31, 2019	September 16, 2019
September 1 – 15, 2019	October 1, 2019
September 16 – 30, 2019	October 16, 2019
October 1 – 15, 2019	November 1, 2019
October 16 – 31, 2019	November 15, 2019
November 1 – 15, 2019	November 29, 2019
November 16 – 30, 2019	December 16, 2019
December 1 – 15, 2019	December 31, 2019
December 16 – 31, 2019	January 16, 2020

Budget Prepared By:

Name: Rhonda B. Cape
Address: 100 S. Lawrence St.
Montgomery, AL 36104
Phone #: 334 832-2550

Sherrill R. Thomas
101 S. Lawrence St.
Montgomery, AL 36104
334 832-1268

Rhonda B Cape 6/13/18
Signature Date

Sherrill R Thomas 6/13/18
Signature Date

C E R T I F I C A T I O N

Subrecipient Name: Montgomery County Commission

Program(s): Violence Against Women Act

Agreement Number: _____ DUNS Number: 99839086

FEIN Number: 63-6001653

Signature: Sherrill R. Thomas

Typed Name: Sherrill R. Thomas

Title: Financial Officer

Signature: Rhonda B. Cape

Typed Name: Rhonda B. Cape

Title: Project Director

This is to certify that the above persons are authorized to sign reports or requests for payments and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certification may be accepted.

Elton N. Dean, Sr.
Authorized Official

OFFICIAL SEAL
(If Available)

Authorizing Official (Signature)

101 S. Lawrence St.

Montgomery, AL 36104
Address

Date: June 18, 2018

Mailing Address for General Information:

101 S. Lawrence St.
Montgomery, AL 36104

Mailing Address for Checks
if Different from General Mail

Phone Number: (334) 832-1259



State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form

Montgomery County Commission

Address

101 S. Lawrence St.

City, State, Zip

Montgomery, AL 36104

Telephone Number

334 832-1259

State Agency / Department that will receive goods, services or is responsible for the grant award

Alabama Department of Economic and Community Affairs

Address

401 Adams Avenue / P.O. Box 5690

City, State, Zip

Montgomery, AL 36103-5690

Telephone Number

334-242-5897

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☒

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency / Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify below the State Agency / Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency / Department	Type of Good or Service	Amount Received
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency / Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify the State Agency / Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency / Department	Date Grant Awarded	Amount Received
ADECA VAWA	17-WF-PR-006, 10/03/2017	\$90,000.00
ADECA VAWA	16-WF-PR-006, 12/06/2016	\$90,000.00
ADECA VAWA	15-WF-PR-005, 02/01/2016	\$84,645.00

1. List below the name(s) and address(es) of all public officials / public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family Member	Address	Name of Public Official / Public Employee	State Department/ Agency Where Employed
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If you identified individuals in items one and /or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of Alabama Disclosure Statement
Continuation Page 3

State Agency/Department		Date Grant Awarded	Amount Received
Dept of Justice, OVAW	2011-WE-AX-0028	9/26/2011	1,301,319.00
ADECA Byrne JAG	15-DJ-01-005	5/10/2017	20,787.25

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Montgomery County Commission
hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant
that, Elton N. Dean, Sr., in his/her official capacity
as Chairman, be authorized to make
application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the 18th day of June, 2018

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of June 18, 2018, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the 18th day of June, 2018

(Name)
County Administrator
(Title)

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Standard Subgrant Conditions and Assurances – Applicant understands and agrees that a subgrant received as a result of this application shall be subject to and incorporate the following assurances and conditions of the federal funding agency from which the grant funds originate and the Law Enforcement and Traffic Safety (LETS) Division of the Alabama Department of Economic and Community Affairs (ADECA).

1. **OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS.** For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

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

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

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

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

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

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

3. **HEARING ON APPEAL.** The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

4. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.** In the event this contract or grant award is for an

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amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

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

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

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

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

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

8. **BYRD ANTI-LOBBYING ACT.** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

9. **PROCUREMENT OF RECOVERED MATERIALS.** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ADDITIONAL CLAUSES. In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

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

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

12. **TRANSPARENCY ACT.** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding

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executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrc.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

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

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

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

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

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

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

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

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

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

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

21. **ACCESS TO RECORDS.** Subrecipient gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, the Comptroller General of the United States, or any of the duly authorized representatives of the federal funding agency, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the Subrecipient and to relevant books and records of Subrecipient contractors, as provided under Public Law 98-473, "Victims of Crime Act of 1984"; Public Law 93-415, "The Juvenile Justice and Delinquency Prevention Act of 1974"; Public Law 108-79, "The Prison Rape Elimination Act"; Public Law 106-561, Public Law 107-273, Public Law 108-405, "The Paul Coverdell National Forensic Sciences Improvement Act"; Public Law 103-322, "The Violent Crime Control and Law Enforcement Act of 1994"; Public Law 100-690, "The Anti-Drug Abuse Act of 1988"; Public Law 104-034, "The Local Government Law Enforcement Block Grants Act of 1995"; Public Law 108-447, "The Consolidated Appropriations Act of 2005"; Public Law 109-162, "The Violence Against Women and Department of Justice Reauthorization Act of 2005"; Public Law 107-110, the "Child Abuse Prevention and Treatment Act of 1996"; and Public Law 89-564, "The Highway Safety Act of 1966". Records of the Subrecipient and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents. If an audit is required and/or performed, records pertinent to the award shall be retained for at least three years following the closure of

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the most recent audit report. If no audit is required and/or performed, records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

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

23. **CONTINGENCY CLAUSE**. It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in the Grant Agreement.

24. **CONFLICT OF INTEREST**. A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

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

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

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

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

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

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

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

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

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

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

29. **DISCLOSURE STATEMENT.** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.

30. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975).

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

31. **Authority of Authorizing Official:** It possesses legal authority to apply for the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.

32. **Funds Management:** Subrecipient assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

33. **Subgrant Fiscal Reports:** Subrecipients shall submit a Subgrant Fiscal Report for each quarter. Submission dates are as follows:

Period Covered	Report Due
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

Subrecipients have 60 days from the termination date of the subgrant to pay all encumbrances incurred during the subgrant period and submit a "Final Subgrant Fiscal Report". If quarterly reports are not filed on time, funds may be withheld until they are received.

34. **Subgrant Narrative Progress Report:** Subrecipient shall submit a Narrative Progress Report, Subgrant Narrative Progress Report, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with the due

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dates identical to those above for the Quarterly Fiscal Report. The last quarterly report should become an "Annual Performance Report" whereby an assessment of the impact of the activities carried out under the subgrant is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified within the subgrant application or identified within a "Program Brief" detailing the program for which the application was submitted to implement.

35. Published Material: All published material and written reports submitted under this subgrant or in conjunction with the third party agreements under this subgrant will be originally developed material unless otherwise specifically provided for in the subgrant document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal subgrant.

36. Title of Property: Title of property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the Subrecipient, subject to divestment at the option of the ADECA LETS Division, where its use for project or criminal justice purposes is discontinued. Subrecipients shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.

37. Non Supplanting Certification: Subrecipient understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made for grant-related activities. Further, that matching funds required to pay the non-Federal portion of the cost of the project, for which subgrant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance and drug enforcement. Federal funds must supplement State and local funds, not supplant them.

38. Discrimination Prohibited: No person shall, on the grounds of race, religion, color, national origin, sex, gender identity, sexual orientation, handicap, or limited English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under or denied employment in connection with subgrants awarded by the ADECA LETS Division pursuant to funding from the U. S. Department of Justice, the U. S. Department of Education, the U. S. Department of Health and Human Services, the National Highway Traffic Safety Administration, or the U. S. Department of Transportation. Recipients of these federal funds are also subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (prohibiting discrimination in federally-funded programs on the basis of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973, 2 U.S.C. 794 (prohibiting discrimination in such programs on the basis of handicap); the Age Discrimination Act of 1975, 42 U.S.C. 8108, et seq., and the Department of Justice Nondiscrimination Regulations at 28 CFR, Part 42, Subparts C, D and G. Recipients of funds are also subject to Title I (employment of qualified disabled individuals), Title II (equal benefits of programs, services and activities to disabled individuals), and Title III (public accommodations to disabled individuals for services and activities). This grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, handicap, or limited English proficiency against a recipient of funds, the Subrecipient will forward a copy of the finding to the appropriate federal funding agency from which the program is funded, as well as to the ADECA LETS Division within 30 days of receiving notice.

No agency or victim assistance program shall discriminate against victims because the victim disagrees with the way the State is prosecuting the criminal case.

39. Equal Employment Opportunity Program: Subrecipient agrees to formulate, as required, an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. 42.301 et. seq. and certifies to the State that it, if required, has a current EEOP on file which EEOP will be provided to the State, if and when requested.

40. Continuation Funding: Subrecipient understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document.

41. Project Income: All interest in other income earned by the Subrecipient with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for.

42. Procurement Standards: Subrecipients must comply with the State Bid Law when applicable and the Federal procurement requirements as stated in 2 CFR 200.317 through 2 CFR 200.324."

43. Accounting Requirements: Subrecipient agrees to record all project costs, both the ADECA LETS Division's and matching share, following generally accepted accounting procedures. A separate account number or cost recording system must separate all

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project costs from the Subrecipient's other or general expenditures. Adequate documentation for all project costs, both the ADECA LETS Division's and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes. For record retention requirements, please refer to Item #2 on Page One of these conditions. Adequate documentation is defined as follows for each major budget category:

- a. Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of supervisor.
 - b. Professional Services: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement and approval by project director.
 - c. Travel: Documentation must be detailed, signed by the employee and approved by the employee's supervisor.
 - d. Supplies and Operating Expenses and Equipment: Documentation includes audited vendor invoices approved by the project director.
44. Equipment: Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due the ADECA LETS Division. The refund will be computed on resale value in accordance with the original matching ratio.
45. Allowable Cost: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in 2 CFR Part 200, as further defined and delineated in the "Department of Justice Financial Guide", "Education Department General Administrative Regulations", "Highway Safety Grant Management Manual", and in the ADECA LETS Division Guidelines.
46. Expiration of the ADECA LETS Division Funds: Regulations require that active grant funds for a fiscal year which are not expended or obligated by the Subrecipient at the end of the grant period will lapse and revert to the ADECA LETS Division. Obligations outstanding as of the termination of the subgrant shall be liquidated and a "Final Financial Report" submitted within 60 days from termination date.
47. Expenses Not Allowable: Grant funds may not be expended for (a) items not part of the approved budget or separately approved by the ADECA LETS Division, (b) purchase of land; (c) purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement; or (d) dues to organizations or federations; (e) entertainment; (f) purchase of equipment unless provided for in the grant agreement; or (g) indirect (overhead) costs.
48. Subgrant Adjustments: Subrecipients must obtain prior written approval from the ADECA LETS Division for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) project period extension.
49. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities covered by the Subrecipient's approved project plan and budget. Depending on the rules for each federal funding source, project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.
50. Termination of Aid: This grant may be terminated or fund payments discontinued by the ADECA LETS Division where it finds a substantial failure to comply with the provisions of PL 94-503 or regulations promulgated, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 94-503, and to PL 107-110, and to all procedures set forth in 34 CFR 80.43 and 20 USC 3474..
51. Foreign Travel: Travel outside the continental United States will not be approved for funding.
52. Copyrights: Where activities supported by this grant produce original books, films, or other copyrightable material, the grantee may copyright such, but federal funding agencies reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
53. Bonuses or Commissions: The Subrecipient is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for the ADECA LETS Division assistance.
54. Freedom of Information Act: Pursuant to the Federal Freedom of Information Act (FOIA), 5 U.S.C. 552, and Section 521 of the Omnibus Crime Control And Safe Streets Act, all records, papers, and other documents required to be maintained by recipients of

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federal funds, including Subrecipients and contractors, relating to the receipt and disposition of such funds, are required to be made available to the federal funding source. The FOIA also sets out that these records are to be made available to the public and press under the terms and conditions of the FOIA.

55. Environmental Impact: Any application for subgrants or subcontracts, involving environmental changes or problems, must include either an environmental evaluation or a detailed environmental analysis as required by Section 102 (2) (c) of the National Environmental Policy Act.

56. Age Discrimination in Employment Act of 1967: Any application for subgrants or subcontracts, involving the employment of personnel, must be in compliance with the Federal "Age Discrimination in Employment Act of 1967" (29 U.S.C. 621 et seq.), which, in brief form, sets out: "Sec. 4(a) It shall be unlawful for an employer – (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with this Act".

57. Criminal Penalties: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to federal grant funding or in any record required to be maintained pursuant to federal grant funding shall be subject to prosecution under the provisions of 18 U.S.C. 1001. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be subject to the provisions of 18 U.S.C. 361.

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

59. Client-Counselor Confidentiality: Maintain confidentiality of client-counselor information, as required by state and federal law.

60. VOCA Specific: Comply with Federal Rules Regulating Grants: Subrecipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.

61. VOCA Specific: Confidentiality of Research Information: Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.

62. VOCA Specific: Demographic Data: Victims of Crime Act regulations require that information on race, sex, national origin, age and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

63. VOCA Specific: All non-profit sub-recipients of VOCA Assistance funding under this award must make their financial statements available online (either on the sub-recipient's or another publicly available website). Organizations that have Federal 501(c)(3) tax status will be considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

64. VOCA Specific: All non-profit sub-recipients must certify their non-profit status. Sub-recipients may certify their non-profit status by submitting a statement to the ADECA affirmatively asserting that the sub-recipient is a non-profit organization, and

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indicating that is has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the recipient's state taxing body or state attorney general stating that the recipient is a non-profit organization operating within the state; or 3) a copy of the recipient's state certificate of incorporation that substantiates its non-profits status. Sub-recipients that are local non-profit affiliates of a state or national non-profit should have available proof of (1), (2) or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

It is understood and agreed by the undersigned that the subgrant received as a result of this application is subject to the above conditions.

Signature of Authorized Official

Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

- 1 By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

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

Elton N. Dean, Sr., Chairman

(Type or Print Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Date

Montgomery County Commission

(Name of Organization)

101 S. Lawrence St., Montgomery, AL 36104

(Address of Organization)

Certification Regarding Lobbying

Each applicant shall file this certification and disclosure form if applicable, with each submission that initiates agency consideration of such applicant for an award of a Law Enforcement and Traffic Safety contract, grant or cooperative agreement of \$100,000 or more

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

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

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Chairman, Montgomery County Commission
Title

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

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

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

100 S. Lawrence St.	Montgomery	Montgomery	AL	36104
Street Address	City	County	State	Zip Code
251 S. Lawrence St.	Montgomery	Montgomery	AL	36104
Street Address	City	County	State	Zip Code
530 S. Lawrence St.	Montgomery	Montgomery	AL	36104
Street Address	City	County	State	Zip Code

Montgomery County Commission

Organization Name

Applicant or Grant Number

Elton N. Dean, Sr., Chairman

Name and Title of Authorizing Representative

Signature

Date

State of Alabama
Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division

Equal Employment Opportunity Program Certification

I, Elton N. Dean, Sr. (Authorized Official), certified that the Applicant/Subgrantee

Montgomery County Commission

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: Donald L. Mims

Title: County Administrator

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

(Signature of Authorized Official)

(Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below certification must be completed. The signed certification must be returned to ADECA Law Enforcement and Traffic Safety Division.

I, _____ (Authorized Official), certify that the Applicant/Subgrantee

_____ is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

(Signature of Authorized Official)

(Date)

State of Alabama
Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division

Financial Questionnaire

Section I. General Information

1. Subgrantee:	<u>Montgomery County Commission</u>	Subgrant Number :	<u></u>
2. Financial Officer :	<u>Sherrill R. Thomas</u>	Telephone Number :	<u>334 832-1268</u>
3. Contact Person :	<u>Kathy Lambeth</u>	Telephone Number :	<u>334 832-2550</u>

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP guideline manual entitled *Financial and Administrative Guide for Grants* and the ADECA Law Enforcement and Traffic Safety Manual entitled *Subgrantee Administrative Manual*.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each subgrant awarded and the expenditure of funds for each subgrant, for each action program and for each subgrant awarded by the State
- (2) Entries in accounting reports should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

Section II. Accounting System

1. ☐ Manual ☒ Automated ☐ Combination Which best describes the accounting system?
2. ☒ Yes ☐ No Does the organization use a double entry system in accounting for program funds?
3. ☒ Yes ☐ No Does the accounting system identify the receipt and expenditures of program funds separately for each subgrant?
4. ☒ Yes ☐ No Does the accounting system provide for the recording of expenditures for each subgrant by the component project and budget cost categories shown in the approved budget?
5. ☒ Yes ☐ No Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?
6. Does the accounting / financial system include budgetary controls to preclude incurring obligations in excess of:
 - a. Total funds available for a subgrant?
☒ Yes ☐ No
 - b. Total funds available for a budget cost category (e.g., Personnel, Travel, Operating Expense, etc.)
☒ Yes ☐ No
7. ☒ Yes ☐ No Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination of allowance of costs in connection with Federal contracts/grants/subgrants?

Financial Questionnaire (continued)

Subgrantee: Montgomery County Commission
Subgrant Number : _____

Section III. Fund Control

1. ☒ Yes ☐ No Is a separate bank account maintained for subgrant funds?
2. ☒ Yes ☐ No If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?
3. ☒ Yes ☐ No Are the officials of the organization bonded?

Section IV. Additional Information

- ☒ Yes ☐ No Did an independent certified public accountant (CPA) ever examine the financial statements?
1. Date of the last audit August 2017
2. Dates covered by the last audit From 10/01/2015 to 9/30/2016
3. Date of the next audit June 2018
4. Dates covered by the next audit From 10/01/2016 to 09/30/2017

Use the following space for any additional information. Indicate the section and item numbers if there is a continuation.

Section V. Applicant Certification

I certify that the above information is complete and correct to the best of my knowledge

Sherill R Thomas
Signature

6/13/18
Date

Financial Officer Finance Director
Title



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Elton N. Dean, Sr.	Chairman
Typed Name of Authorized Representative	Title
Telephone Number 334 832-1259	

Signature of Authorized Representative	Date Signed
--	-------------

Montgomery County Commission
Agency Name

INTERAGENCY CONSULTATION AGREEMENT

This agreement between the agencies below is entered into on this 18th day of June, 2018, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

WHEREAS, Montgomery County Commission (Subgrantee) is applying to ADECA for a subgrant under the STOP Violence Against Women Act (VAWA) Formula Grant Program; and

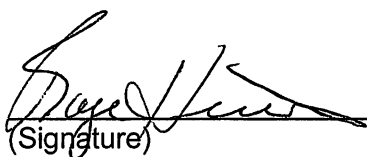
WHEREAS, the subgrantee applicant has consulted with the appropriate victim service organizations during the course of the development of our subgrant application in order to ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence;

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

BY: _____
(Signature)

Elton N. Dean, Sr., Chairman
(Print Name & Title)

Montgomery County Commission
(Subgrantee Agency Name)

BY:  _____
(Signature)

Kaye Harris, Executive Director
(Print Name & Title)

One Place Family Justice Center
(Victim Service Agency Name)

Please attach documentation to show dates and content of planning meetings.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JUN 18 2018

Kevin J. Murphy
CHIEF DEPUTY

Colonel WanDa J. Robinson
DIRECTOR OF DETENTION

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office *RW*

Subject: Approval to pursue the Mid-South RC& D Council Grant

Date: June 6, 2018

We are requesting this item be added to the agenda of the June 18, 2018 meeting of the Montgomery County Commission. There are no local match requirements with this funding opportunity. The mission of Mid-South Resource Conservation and Development Council is to implement and promote impact, driven projects and activities designed to promote the sustainability and productivity of the abundant, natural and human resources of counties in their target area while improving the quality of life within the community. If funded, we will use these funds to expand our Youth Summer Learning, Education and Conservation classes.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MontgoMerySheriff.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
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DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

JUN 18 2018

June 14, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: ACCA Legislative Committee Nominee

The Montgomery County Commission, at its meeting on June 2, 2018, agreed to place on the next agenda the appointment of Commissioner Dan Harris to the 2018-2019 ACCA Legislative Committee.

I am requesting approval of this appointment.

DLM/tn

Attachment

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On June 18, 2018 (date), by majority vote of the
Montgomery (county) County Commission,
Judge / Chairman / Commissioner (circle one)
Daniel Harris, Jr. (name) was appointed to serve on the
2018-2019 ACCA Legislative Committee.

Signature _____
County Administrator

*Please return this form to Abby Fitzpatrick by email (afitzpatrick@alabamacounties.org) or fax (334-263-7678)
before the August 1, 2018 deadline.*

AGENDA

JUN 18 2018

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 6/18/18 - CODE: 001-59320.494									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			36,375	43,745	64,450	62,850	46,895	254,315	
BOE-2018-68	Lanier High School	Girls Basketball Program				2,500		2,500	
BOE-2018-69	Robert E. Lee High School	Band Program				2,500		2,500	
								0	
			0	0	0	5,000	0	5,000	
		Total Appropriations 6/18/18	36,375	43,745	64,450	57,850	46,895	249,315	
		APPROPRIATED BUDGET BALANCE							
	County Administrator	Date							

JUN 18 2018

6-1

AGENDA

JUN 18 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II

DATE: May 31, 2018 TT

RE: Invitation to Bid No. 51965-18B-021
Private Data Network

Request that approval of award on the above referenced Invitation to Bid to the low bid of Troy Cablevision, Inc., in the amount of \$3,350.00 be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-18B-021				Charter Communications 151 London Pkwy. Birmingham, AL 35211 Attn: Jason Swain (205)238-3050 Minority Business Owned Yes X No		WideOpenWest 7887 East Bellevue Ave Englewood, CO 80111 Attn: Bill Guilford (729)479-3500 Minority Business Owned Yes X No		Logista 2820 Fairlane Drive Montgomery, AL 36116 Attn: Robert Parker, Sr. (888)292-7643 Minority Business Owned Yes X No		Troy Cablevision, Inc. 1006 South Brundidge St. Troy, AL 36081 Attn: Jake Cowen (334)770-3338 Minority Business Owned X Yes No		Warren Averett Technology 3815 Interstate Court Montgomery, AL 36109 (334)260-2430 Minority Business Owned Yes X No	
DATE ISSUED: MAY 14, 2018													
DATE OPENED: MAY 29, 2018													
INFORMATION SYSTEMS													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Alternate #1												
	100 Mbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$420.00	\$840.00	\$550.00	\$1,100.00	\$700.00	\$1,400.00	\$250.00	\$500.00	\$750.00	\$750.00
2	Alternate #2												
	500 Mbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$613.00	\$1,226.00	\$575.00	\$1,150.00	\$1,162.50	\$2,325.00	\$300.00	\$600.00	\$628.00	\$1,256.00
3	Alternate #3												
	1 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$805.00	\$1,610.00	\$600.00	\$1,200.00	\$1,280.00	\$2,560.00	\$375.00	\$750.00	\$721.50	\$1,443.00
TOTAL BID AMOUNTS					\$3,676.00		\$3,450.00		\$6,285.00		\$3,350.00		\$5,924.00

Notes:

7-2

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 18th day of June, 2018, between Troy Cablevision, Inc. of Troy, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Troy Cablevision, Inc. owns and operates a business and agrees to furnish high-speed data network to extend from downtown Montgomery County Facilities to the Probate/Revenue East in accordance with all provisions and specifications of Invitation to Bid No. 51965-18B-021, as issued by the Montgomery County Commission on May 14, 2018 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Troy Cablevision, Inc. and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for three (3) years, beginning June 18, 2018 and ending June 17, 2021. That prices stipulated in the bid by Troy Cablevision, Inc. shall remain firm for the three (3) year period.
3. That Troy Cablevision, Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
4. That Montgomery County Commission or Troy Cablevision, Inc. may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Troy Cablevision, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Troy Cablevision, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Troy Cablevision, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Troy Cablevision, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Troy Cablevision, Inc.
7. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 18th day of June, 2018.

WITNESS:

TROY CABLEVISION, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

JUN 18 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: May 30, 2018

RE: Invitation to Bid No. 51901-18B-019
Air Filters and Service

Request that approval of award on the above referenced Invitation to Bid to the low bid of Lott Enterprises dba Filter Service Company, Inc., in the amount of \$25,754.04, based on unit pricing be placed on a future agenda. (Copy of spreadsheet attached.)

This contract will be for one (1) year, with the option to renew for two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Lamar Allen, General Services Director.

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

8.2

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 51901-18B-019

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 18th day of June, 2018, by and between Lott Enterprise dba Filter Service Company, Inc. of Tuscaloosa, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Lott Enterprise dba Filter Service Company, Inc. agrees to furnish air filters and service for the Montgomery County Commission, in accordance with all the provisions of Invitation to Bid No. 51901-18B-019 as issued by the Montgomery County Commission on April 26, 2018, (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Lott Enterprise dba Filter Service Company, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning July 1, 2018, and ending June 30, 2019, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period, providing funds are made available by the Montgomery County Commission.
3. That Montgomery County Commission and Lott Enterprise dba Filter Service Company, Inc. reserve the right to cancel the contract with a thirty (30) day written notice to Lott Enterprise dba Filter Service Company, Inc. and/or Montgomery County Commission, anytime during the contract period.
4. That agrees Lott Enterprise dba Filter Service Company, Inc. to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Lott Enterprise dba Filter Service Company, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Lott Enterprise dba Filter Service Company, Inc. agrees to investigate,

handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Lott Enterprise dba Filter Service Company, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

5. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Lott Enterprise dba Filter Service Company, Inc.
6. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 18th day of June, 2018.

WITNESS:

LOTT ENTERPRISE DBA FILTER SERVICE
COMPANY, INC.

BY: _____

TITLE: _____

WITNESS

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

AGENDA

REQUEST NUMBER

2**JUN 18 2018**

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	6/11/2018
DATE:	6/5/2018		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Aerial Photography	120-51985-179	112,775	(7,000)	105,775
Postage	120-51985-252	30,000	7,000	37,000
TOTAL BUDGET CHANGE		142,775	0	142,775
TOTAL 2018 APPRAISAL BUDGET		2,975,346	0	2,975,346

Realign the budget to cover the postage for sending real and personal property valuation notices.

AGENDA

Request Number: 1

COUNTY COMMISSION APPROVAL: _____

_____ Administrator	_____ Date
------------------------	---------------

JUN 18 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419024 (Replace A Hopkins)
Pay Grade PCT Pay Range \$30,096
Proposed Effective Date July 2, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 06/01/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06/01/2018

Sherrill Thomas

Finance Director

Date 6/5/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUN 18 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Lieutenant
 Position Number 500422155 (Replace D Nearer)
 Pay Grade PC4 Pay Range \$44,078 - \$65,858
 Proposed Effective Date July 2, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 06/01/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06/01/2018

Sherrill Thomas

Finance Director

Date 6/5/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUN 18 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee

Position Number 550430121 (Replace T. Matthews)

Pay Grade PS1-4 Pay Range \$38,236

Proposed Effective Date July 2, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 8, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 12, 2018

Sherrill Thomas

Finance Director

Date 6/12/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

JUN 18 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Steven Reed

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title Customer Service Clerk

Position Number 750016021

Pay Grade A04 Pay Range 28,765 - 42,978

Proposed Effective Date July 2, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Department Head

Date 8 June 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 06/12/2018

Sherrill Thomas
Finance Director

Date 6/12/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 16

AGENDA

JUN 18 2018

Date: June 5, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 15 2018 Return Date: August 17, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the GFOAA 2018 Summer Conference and Training Program
Continuing Professional Education for CPA

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$938.38 Advance Registration Required: \$295.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$295.00 Hotel \$352.56 Meals \$75.00 Mileage \$215.82

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$938.38 and advance registration of \$295.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$16,401.44</u>
Budget Available:	<u>\$6,098.56</u>
Current Requests:	<u>\$938.38</u>
Budget Balance:	<u>\$5,160.18</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/13/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 17

AGENDA

JUN 18 2018

Date: June 13, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 21, 2018 Return Date: August 23, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the 2018 ACCA Annual Convention and 90th Anniversary Celebration

Traveler (s) Name: 1. Elton Dean 4. Isaiah Sankey
2. Ronda Walker 5. Doug Singleton
3. Dan Harris 6. Florence Cauthen

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$5,056.50 Advance Registration Required: \$1,290.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$1290.00 Hotel \$2237.40 Meals \$450.00 Mileage \$1079.10

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$5,056.50 and advance registration of \$1,290.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$16,401.44</u>	
Budget Available:	<u>\$6,098.56</u>	
Current Requests:	<u>\$5,994.88</u>	
Budget Balance:	<u>\$103.68</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/13/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 18

AGENDA

JUN 18 2018

Date: 13 June 2018
To: Donald L. Mims, Administrator
From: Malcolm Richard
Re: Approval for the following travel:

Destination: CGEI Personnel Administration, Prattville, AL
Departure Date: 11 July 2018 Return Date: 12 July 2018
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Professional Seminar / Management Training

Traveler (s) Name: 1. Malcolm Richard 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$369.88 Advance Registration Required: \$185.00

Department Name: Probate Fund Name: General Fund

Additional Comments: The est. cost includes \$34.88 mileage + \$150 meals
+ \$185 registration fee.

To: Malcolm Richard
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$369.88 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,000.00</u>	
Approved Requests:	<u>\$13,341.12</u>	
Budget Available:	<u>\$3,658.88</u>	
Current Requests:	<u>\$2,464.18</u>	
Budget Balance:	<u>\$1,194.70</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/14/18

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

JUN 18 2018

Date: June 13, 2018
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: August 10, 2018 Return Date: August 10, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ALTIST 2018 Annual CRE Update Class. Qualifies for
8 CPE hours toward CRE 2018 requirement for each attendee.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. RoShonda Moultrie 5. _____
3. Te'Rea Smith 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$622.32 Advance Registration Required: \$525.00

Department Name: Tax & Audit Department Fund Name: 001-51800-265

Additional Comments: Registration Fee \$525.00 (Or \$175.00 Each). Lodging \$0. Meals \$45.00. Mileage \$52.32.
ALTIST CRE Program Required Course Sponsored by Auburn University
Government & Economic Development Institute.

To: Terri Henderson, Revenue Mgr.
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$622.32 and advance registration of \$525.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,250.00</u>
Approved Requests:	<u>\$4,996.82</u>
Budget Available:	<u>\$7,253.18</u>
Current Requests:	<u>\$622.32</u>
Budget Balance:	<u>\$6,630.86</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/13/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

JUN 18 2018

Date: June 13, 2018
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Pelham, AL
Departure Date: 08/22/2018 Return Date: 08/22/2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend ASCPA 1-Day CPE "Sales and Use Tax Workshop 064" In Pelham, AL.
Course Qualifies For 8 CPE Hours Toward CRE 2018 Certification Requirement.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. Te'Rea Smith 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$843.50 Advance Registration Required: \$650.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Non-Member Registration Fee \$650.00. Meals \$30.00.
Mileage \$163.50. Lodging \$0 (None). Workshop Sponsored By ASCPA.

To: Terri Henderson, Revenue Mgr.
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$843.50 and advance registration of \$650.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,250.00</u>
Approved Requests:	<u>\$4,996.82</u>
Budget Available:	<u>\$7,253.18</u>
Current Requests:	<u>\$1,465.82</u>
Budget Balance:	<u>\$5,787.36</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/13/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

JUN 18 2018

Date: June 13, 2018
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: 08/21/2018 Return Date: 08/24/2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend 2018 ACCA Annual Convention and participate in CROAA training sessions. Qualifies for 20 CPE Hrs. Toward 2018 Certification Requirement.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$1,390.82 Advance Registration Required: \$215.00
Department Name: Tax & Audit Fund Name: 001-51800-265
Additional Comments: Estimated Costs \$215.00 Advance Early Registration Fee.
Lodging \$700.00. Meals \$250.00. Mileage \$215.82. Parking/Tolls \$10.00.
Sponsored by the ACCA.

To: Terri Henderson, Revenue Mgr.
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,390.82 and advance registration of \$215.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,250.00</u>
Approved Requests:	<u>\$4,996.82</u>
Budget Available:	<u>\$7,253.18</u>
Current Requests:	<u>\$2,856.64</u>
Budget Balance:	<u>\$4,396.54</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/13/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 34

AGENDA

JUN 18 2018

Date: May 31, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 13, 2018 Return Date: August 24, 2018
Conference Leave (Days / Hours): 10 Days
Purpose of Travel: attend Basic DARE Officer Instructor Course

Traveler (s) Name: 1. Jordan Ivey 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$925.00 Advance Registration Required: \$925.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: Only expense will be registration as course is taught here in Montgomery
and all expenses are covered by DARE

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$925.00 and advance registration of \$925.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administration Expense</u>
Current Budget:	<u>\$365,200.00</u>
Approved Requests:	<u>\$174,003.00</u>
Budget Available:	<u>\$191,197.00</u>
Current Requests:	<u>\$925.00</u>
Budget Balance:	<u>\$190,272.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/31/2018
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 36

AGENDA

JUN 18 2018

Date: June 4, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Biloxi, MS
Departure Date: July 16, 2018 Return Date: July 20, 2018
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend 2018 State DARE Training Conference

Traveler (s) Name: 1. Kofee Anderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$250.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$365,200.00</u>	
Approved Requests:	<u>\$174,188.00</u>	
Budget Available:	<u>\$191,012.00</u>	
Current Requests:	<u>\$1,925.00</u>	
Budget Balance:	<u>\$189,087.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/5/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 37

AGENDA

JUN 18 2018

Date: June 5, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: July 11, 2018 Return Date: July 12, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend CGEI Personnel Administration

Traveler (s) Name: 1. Wes Richerson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$185.00 Advance Registration Required: \$185.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: event held in Prattville so no meal or fuel expense will be reimbursed

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$185.00 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$365,200.00</u>
Approved Requests:	<u>\$174,188.00</u>
Budget Available:	<u>\$191,012.00</u>
Current Requests:	<u>\$2,110.00</u>
Budget Balance:	<u>\$188,902.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/5/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 38

AGENDA

JUN 18 2018

Date: June 5, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Chicago, IL
Departure Date: November 6, 2018 Return Date: November 10, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend GPA Conference

Traveler (s) Name: 1. Regina Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☒
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$2,300.00 Advance Registration Required: \$525.00
Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: Expense will be incurred in the 2019 Budget

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,300.00 and advance registration of \$525.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administration</u>	
Current Budget:	<u>\$365,200.00</u>	
Approved Requests:	<u>\$174,188.00</u>	
Budget Available:	<u>\$191,012.00</u>	
Current Requests:	<u>\$2,110.00</u>	
Budget Balance:	<u>\$188,902.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/11/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 39

AGENDA

JUN 18 2018

Date: June 6, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Glynco, Ga
Departure Date: August 12, 2018 Return Date: August 17, 2018
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend FLETC Active Shooter Instructor Course

Traveler (s) Name: 1. Michael Morrow 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$435.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 6/18/18 reimbursement of actual and necessary expenses in the
approximate amount of \$435.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administration</u>	
Current Budget:	<u>\$365,200.00</u>	
Approved Requests:	<u>\$174,188.00</u>	
Budget Available:	<u>\$191,012.00</u>	
Current Requests:	<u>\$2,545.00</u>	
Budget Balance:	<u>\$188,467.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/11/2018

cc: Finance Director / Buyer