MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 19, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:10 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean, Commissioner Harris, and Commissioner Singleton requested to add additional items to the miscellaneous appropriations accounts that were on the agenda. The Commission agreed.

PRESENTATION BY SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN G. MCNAIR WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce briefed the Commission regarding an Abatement Resolution concerning Project Black Bear. After discussion by the Commission, Ms. McNair said she would report back to the Project Black Bear Company.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED

Probate Judge Steven L. Reed briefed the Commission regarding a three-step irregular pay increase for Court Clerk from Pay Grade A05, Step 5 ($36,880) to Pay Grade A05, Step 8 ($40,303). After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COMMUNITY DEVELOPMENT MANAGER LESLIE YORK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission briefed the Commission regarding an Agreement concerning the

Community Development Block Grant (CDBG) Number CY-CM-RR-18-017 for the Eastwood Villa Housing Rehabilitation Project, which was on the agenda.

PRESENTATION BY CHIEF DEPUTY DISTRICT ATTORNEY LLORIA JAMES WITH THE DISTRICT ATTORNEY'S OFFICE AND EXECUTIVE DIRECTOR KAYE HARRIS WITH ONE PLACE FAMILY JUSTICE CENTER

Chief Deputy District Attorney Lloria James with the District Attorney's Office briefed the Commission regarding Subgrant Agreement concerning the Violence Against Women Prosecution Unit Grant Number 18-WF-PR-006, which was on the agenda.

Attorney James and Executive Director Kaye Harris with One Place Family Justice Center briefed the Commission regarding a Budget Change Request in the amount of $53,523 to fund 45% of the FY2019 salary and benefits for the One Place Family Justice Center Director. Ms. Harris said that the City of Montgomery will fund 45% and the remaining 10% is funded by a grant. She said that she is working to increase outside funding to further reduce funding from the City and County, but the Center does not have a strong donor base. After discussion, the Commission agreed to place this item on the next agenda.

Commissioner Sankey asked Ms. James if the three Investigator positions on the agenda, are County positions. She said they are County positions, but they are not merit positions.

PRESENTATION BY EXECUTIVE DIRECTOR CEDERICK WILLIAMS WITH Y.E.S. (YOUTH EMPLOYMENT SERVICES) INC.

Executive Director Cederick Williams with Y.E.S. (Youth Employment Services) Inc., briefed the Commission regarding the program and requested funding in the amount of $30,000. The Commission requested more information.

PRESENTATION BY EXECUTIVE VICE PRESIDENT OF TRANSPORTATION DAVID REED AND ARCHITECT CHRIS MURPHY WITH GOODWYN, MILLS AND CAWOOD, INC.

Executive Vice President of Transportation David Reed briefed the Commission regarding a Bid Award to Cleary Construction, Inc., regarding Old Selma Road Park Clearing and Grubbing Package, GMC Project Number CMGM-170023. After discussion, the Commission agreed to place this item on the next agenda.

Architect Chris Murphy with Goodwyn, Mills and Cawood, Inc., briefed the Commission regarding a Bid Award concerning renovation of Scott Street Parking Deck. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Murphy updated the Commission regarding the Perry Street Parking Deck.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci started by thanking the Commission and the County Administration for moving forward with renovation of the IS offices in Annex I because much of the equipment in the current data center is reaching end of its life.

Mr. Ialacci briefed the Commission regarding a Request for Proposal (RFP) Award to CenturyLink for telecommunications products and services. He explained why an RFP was issued instead of Invitation to Bid (ITB). He stated that the County will upgrade some of the services to current technology with a minimum saving of $60,000 over the next three years. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Ialacci presented Amendment Number 3 to the March 12, 2012, Memorandum of Understanding (MOU) between the City of Montgomery and Montgomery County Commission regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Ialacci stated that in response to questions at the last Commission meeting he would give a five-minute presentation at a future Commission meeting during the formal session regarding the Montgomery Internet Exchange (MGMix). The Commission agreed.

Mr. Ialacci noted that the County worked with the City, Montgomery Public Schools, the Chamber of Commerce and other local entities to apply for a Smart City Readiness Challenge Grant.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake discussed a letter to ALDOT for Chairman Dean’s signature expressing the Commission’s views concerning replacement of the existing bridge on Narrow Lane Road just north of Seibles Road. The Commission agreed to send this letter.

There was further discussion of the resolution provided by ACCA in support of a proposed gasoline tax to be considered in this year’s legislative session. The Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. She stated that the locations and times for all of the On the Road meetings have been determined and Resolutions would be placed in the next briefing memo.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he does not have a recommendation for the replacement of Larry Spencer and would like to discuss this appointment at the next meeting.

Vice Chairman Walker recommended the appointment of Jeannie Roth as a board member of the Montgomery County Parks and Recreation Board. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented the County Levies for Alcohol Licensing for 2019-2020. He noted that the fees were the same as last year. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Deductive Change Order Number 1 to Contract with Norris Building Co., Inc., regarding renovation of showers in the Montgomery County Detention Facility (Jail 2). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Major Joseph T. Sundy with the United States Air Force regarding construction, renovation and demolition of facilities at the 187^{th} Fighter Wing (187FW), Montgomery, Alabama. He stated that they are requesting the County's participation by reviewing the attached Description of Proposed Action and Alternatives (DOPAA) and soliciting comments concerning the proposal and any potential environmental consequences of the action. The Commission asked Administrator Mims to work with the Chamber of Commerce regarding this matter.

Administrator Mims presented a letter from 2019 Montgomery Honorary Walk Chair Robert R. McGhee with the Poarch Band of Creek Indians requesting $10,000 for the 2019 Montgomery Kidney Walk and invitation to sponsor a County Walk Team. After discussion, the Commission agreed to appropriate $10,000 at a future meeting. Administrative Support Specialist Loretta Burns volunteered to coordinate a County Walk Team.

Administrator Mims presented the Schedule of Upcoming Bids/Contract Renewals for 2019.

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection Report for February 2019.

Administrator Mims presented the Revenue Reports for January 2019 from Tax and Audit Department.

Administrator Mims presented the Population Report for January 2019 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for January 2019 for Community Corrections.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led Bishop Jimmy Lee Sawyer, Pastor of Mathew Church of God

The Pledge of Allegiance was led by Vice Chairman Walker

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker, and Commissioners Harris, Sankey, and Singleton. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Montgomery County Archivist Dallas Hanbury said good morning to the Commission and invited everyone to a Black History event that will take place at Alabama State University on February 28, 2019 from 9:00 a.m. to 3:00 p.m. He said the event is being sponsored by the National Center for the Study of Civil Rights and African-American Culture at Alabama State University. Commissioner Sankey asked Mr. Hanbury if he is working with the students at Booker T. Washington about Black History, and he replied that he and Foster Dixon are working with them.

Ms. Kelli Nelson of MacMillan International Baccalaureate Academy PTA said good morning to the Commissioners and stated she wanted to request funding for the playground. Ms. Nelson said the playground is in need of repairs and new equipment. She stated the school does not receive Title I funds, and there is no money to upgrade the playground. She passed out a package to the Commissioners that included photos of the current conditions of the playground. Ms. Nelson asked the Commission to donate funds to upgrade the playground. Chairman Dean asked Ms. Nelson if she had requested funding from the City, and she said the school was reaching out to everyone trying to obtain funds. Commissioner Sankey asked who provided the existing playground equipment, and she said the playground equipment was there when they moved to the location. Vice Chairman asked Ms. Nelson if she had contacted the Commissioner for the district where the Academy is located. Chairman Dean said he is the Commissioner for that district and wished he had known about the issue in advance. He suggested that she talk with the CFO for MPS.

William Levi Gaillard, Director of American Association for Children, said good morning to everyone. Mr. Gaillard said he wanted to share good news about the Super Bowl Event. He said he had visitors from as far away as Dallas, Texas. He also said he has been asked to work with the 5th graders at Dalraida Elementary School. Mr. Gaillard invited the Commissioners to visit the school and see what an impact the Think Big Program can make.

Chairman Dean shared kind remarks about That's My Child Youth Program and encouraged others to support the organization. Mr. Johnathan Peterson, Programing Director of That's My Child Youth Organization introduced himself to everyone. Mr. Peterson presented a video of some of the success stories of the That's My Child Youth Program.

Mr. Charles Williams, owner of That's My Dog and founder of That's My Child Youth Organization, thanked the Commissioners for their support and described his journey to develop what he calls his dream. Chairman Dean and Commissioners each agreed to donate $10,000 to That's My Child.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of February 4, 2019. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

<u>SHERIFF'S OFFICE – APPROVED SALE OF SIX (6) 2014 FORD TAURUS VEHICLES TO THE CITY OF TUSKEGEE IN THE AMOUNT OF $3,500 EACH FOR A TOTAL OF $21,000</u>

Commissioner Singleton made a motion to approve the Sale of Six (6) 2014 Ford Taurus Vehicles to the City of Tuskegee in the Amount of $3,500 Each for a Total of $21,000. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Letter, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED CONTRACT WITH THE MONTGOMERY INTERNET EXCHANGE (MGMIX) FOR INTERNET EXCHANGE SERVICES

Vice Chairman Walker made a motion to approve the Contract with the Montgomery Internet Exchange (MGMix) for Internet Exchange Services. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Contract and Attorney Gallion's Opinion, Agenda Pages 2-1 through 2-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NUMBER CY-CM-RR-18-017 FOR THE EASTWOOD VILLA HOUSING REHABILITATION PROJECT

Commissioner Singleton made a motion to approve the Agreement regarding the Community Development Block Grant (CDBG) Number CY-CM-RR-18-017 for the Eastwood Villa Housing Rehabilitation Project. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letter, Notice of Grant Renewal, Budget and Agreement, Agenda Pages 3-1 through 3-25, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE –APPROVED SUBGRANT AGREEMENT REGARDING THE VIOLENCE AGAINST WOMEN PROSECUTION UNIT GRANT NUMBER 18-WF-PR-006

Commissioner Harris made a motion to approve the Subgrant Agreement regarding the Violence Against Women Prosecution Unit Grant Number 18-WF-PR-006. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Letters and Subgrant Agreement, Agenda Pages 4-1 through 4-20, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH CHAPPY'S DELI, REGARDING A ONE (1) YEAR EXTENSION, BEGINNING APRIL 17, 2019 AND ENDING ON APRIL 16, 2020 AND A 5% PRICE INCREASE FOR EMPLOYEE LUNCHEON, CONTRACT NUMBER 51988-17B-011

Vice Chairman Walker made a motion to approve Amendment Number 2 to Contract with Chappy's Deli, regarding a One (1) Year Extension, beginning April 17, 2019 and ending on April 16, 2020 and a 5% Price Increase for Employee Luncheon, Contract Number 51988-17B-011. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCTIVE CHANGE ORDER NUMBER 1 TO CONTRACT WITH HOLLEY-HENLEY BUILDERS, INC., IN THE AMOUNT OF $1,342,147, FOR RENOVATIONS OF JAIL 1

Commissioner Harris made a motion to approve Deductive Change Order Number 1 to Contract with Holley-Henley Builders, Inc., in the Amount of $1,342,147, for Renovations of Jail 1. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

(Copies of Memorandum, Charge Order and Attorney Gallion's Opinion, Agenda Pages 6-1 through 6-3, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AMENDMENT OF GROUP HEALTHCARE SUMMARY PLAN DESCRIPTION (PPO BENEFIT PACKAGE) FOR THE EMPLOYEES OF MONTGOMERY COUNTY COMMISSION

Commissioner Singleton made a motion to approve the Amendment of the Group Healthcare Summary Plan Description (PPO Benefit Package) for the Employees of Montgomery County Commission. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter and Attachments, Agenda Pages 7-1 through 7-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Vice Chairman Walker made a motion to approve Budget Change Request Number 3, Engineering Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED TO ABOLISH THE 911 RURAL ADDRESSING COORDINATOR POSITION, UNALLOCATE AN ADMINISTRATIVE SUPPORT ASSOCIATE POSITION AND ALLOCATE ONE ADMINISTRATIVE SUPPORT SPECIALIST POSITION AND RELATED POSITION FILL REQUEST

Vice Chairman Walker made a motion to approve to Abolish the 911 Rural Addressing Coordinator Position, Unallocate an Administrative Support Associate Position and Allocate One Administrative Support Specialist Position and Related Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 12-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED TO HIRE A BRIDGE AND BUILDING INSPECTOR TECHNICIAN AT STEP 4, PAY GRADE A09 ($55,987)

Commissioner Harris made a motion to approve to Hire a Bridge and Building Inspector Technician at Step 4, Pay Grade A09 ($55,987). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 13-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Executive Director, Position Number 300365001

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 14-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Detention Facility Director, Position Number 500460069
2. Corrections Officer Corporal, Position Number 500425135

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

<u>DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUESTS (3)</u>

1. Grand Jury Coordinator Investigator I Exempt, Position Number 400002003
2. Investigator II Exempt, Position Number 400002002
3. Investigator III Exempt, Position Number 400002005

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

<u>ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)</u>

1. County Road Equipment Operator I, Position Number 610551019
2. County Road Equipment Operator I, Position Number 620551019

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

<u>PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST (1)</u>

1. License Inspector, Position Number 750065049

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

<u>SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (4)</u>

1. Deputy Sheriff Corporal, Position Number 550429107
2. Deputy Sheriff – Part Time, Position Number 550431198
3. College Intern, Position Number 550075001
4. College Intern, Position Number 550075002

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 19-1 through 19-4, are attached to these Minutes.)

TAX & AUDIT – APPROVED POSITION FILL REQUEST (1)

1. Revenue Examiner, Position Number 810117003

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 20-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

DEPARTMENTS	TRAVEL/TRAINING REQUESTS
1. Probate Judge's Office	Request Number 3
2. Sheriff's Office	Request Numbers 17 and 18
3. Appraisal Department	Request Numbers 4 and 5

Commissioner Harris made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 21-1 through 21-5, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following item to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUESTS FOR IN HOUSE APPROPRIATIONS IN THE AMOUNT OF $8,000 FOR THE BLUE-GRAY NATIONAL COLLEGIATE TENNIS CLASSIC, INC., FOR ECONOMIC AND TOURISM DEVELOPMENT, AND $6,500 TO HAVE A HEART 4 CHILDREN, INC., FOR TRAVEL EXPENSES FOR THE SPECIAL OLYMPICS

Commissioner Harris made a motion to approve the Budget Change Request for In House Appropriations in the amount of $8,000 for the Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development, and $6,500 to Have a Heart 4 Children, Inc., for Travel Expenses for the Special Olympics. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 22-1 and 22-2, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton thanked the Engineering Department for the great work they do.

Commissioner Sankey said good morning to everyone. He recognized his wife in the audience and asked her to join him to volunteer at That's My Dog.

Vice Chairman Walker commended the City of Montgomery Sanitation Department for the great job they do in her district. She also reported the Community came together to raise money to replace an awning on the playground at Dalraida Elementary School. She said the awning was blown away during a windstorm several years ago. Vice Chairman Walker also said she and her family enjoyed a great softball game at Alabama State University over the weekend and encouraged others to attend these activities in the community.

Chairman Dean thanked his fellow Commissioners for the great work they do each and every day. He said the County does not get as much positive recognition as the City does. He also commended Bishop Sawyer and Mr. Crews Reed for attending majority of the Commission Meetings.

Commissioner Harris said he just wanted to echo Chairman Dean's remarks about County employees. He said County employees make his job a lot easier because of the great work they do. He also recognized Charles Williams and the wonderful job he is doing working with the youth of Montgomery.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on February 19, 2019, at 10:12 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

AGENDA

FEB 19 2019

2-19-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-1-19

Check Number	To	Check Number
284375		284423
Total Checks Paid		$225,970.68

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

EFT's included in amount

AGENDA

FEB 19 2019

2-19-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-1-19

Check Number	To	Check Number
284424		284475
Total Checks Paid		$700,311.53

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

EFT's included in amount

AGENDA

FEB 19 2019

2-19-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-8-19

Check Number	To	Check Number
284476		284558
Total Checks Paid		$264,634.46

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

EFT's included in amount

AGENDA

FEB 19 2019

2-19-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-8-19

Check Number	To	Check Number
284559		284652
Total Checks Paid		$311,195.98

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

EFT's included in amount

AGENDA

FEB 19 2019

2/19/19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2/15/19

Payroll Check Number	131688	To	Payroll Check Number	131750	$	48,088.63
Direct Deposits					$	891,272.16
Payroll Check Number	131751	To	Payroll Check Number	131770	$	255,703.74
Direct Deposits					$	399,205.18
Federal Deposits					$	317,082.27
Total Payroll Paid					$	1,911,351.98

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

Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

FEB 19 2019

January 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Authorization to Sell Six Ford Taurus Vehicles to the City of Tuskegee

The City of Tuskegee City Manager Bernard E. Houston contacted me regarding the purchase of six (6) Ford Taurus vehicles from the Montgomery County Sheriff's Office. Sheriff Derrick Cunningham is agreeable to selling the vehicles at $3,500 each for a total of $21,000.

Attached is a Resolution drafted by the City of Tuskegee authorizing the purchase.

We will be discussing this item at Monday's meeting.

DLM/tn

Attachment

RESOLUTION NO. 2019-22

Resolution Authorizing amending the FY2019 Budget for the purpose of Purchasing Six (6) Vehicles for the Police Dept. from Montgomery County Sheriff's Dept.

WHEREAS, the local municipal budget for the Fiscal Year 2019 was approved on the 27th day of November, 2018, and

WHEREAS, the public hearing on said budget has been held and advertised, and

WHEREAS, it is desired to amend said approved FY2019 Budget; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Tuskegee, Alabama, that the following amendments to the approved FY2019 be made:

1. That the vehicle purchase line item be increased by $21,000.00 for the purchase of six (6) vehicles from the Montgomery County Sheriff; and

2. That the Franchise Tax Revenue line item will increase by $142,600.00.

Adopted and Approved this 8th day of January, 2019.

CITY OF TUSKEGEE, ALABAMA

Lawrence F. Haygood, Jr., Mayor

ATTEST:

Bernard E. Houston, City Manager

1-2

MAYOR
LAWRENCE F. HAYGOOD, JR.

CITY MANAGER
BERNARD HOUSTON

CITY OF TUSKEGEE

ANNIE L. BROWN
COUNCIL AT LARGE

COUNCIL MEMBERS
FRANK CHRISTOPHER LEE, II
DISTRICT 1
ALA WHITEHEAD
DISTRICT 2
SHIRLEY CURRY
DISTRICT 3

P.O. BOX 830687
101 FONVILLE STREET
TUSKEGEE, ALABAMA 36083
PHONE: (334) 720-0515 • FAX: (334) 720-0519
WWW.TUSKEGEEALABAMA.GOV

September 28, 2018

Elton N. Dean Sr.
Chairman Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36102

Dear Chairman Dean,

Thank you for taking time to converse with me regarding some of the City of Tuskegee's needs for heavy equipment and law enforcement vehicles. I greatly appreciate your willingness to assist as well as your encouragement regarding the potential for award of the T-100 project. Although we did not receive the award, Tuskegee has gained great exposure. I am hopeful that the attention received as a result of Tuskegee being selected as the site for the project by Leonardo DRS will bring other opportunities our way.

As follow up to our conversation and your direction, I am forwarding this communication to request contributions of the following items or equivalent equipment: Kubota back hoe tractors, side cutters, bull dozers, Chevy Tahoe law enforcement sport utility vehicles, Dodge Charger law enforcement cars, Ford F-150 and F-250 pick-up trucks, and zero turn lawn mowers. Any assistance with these items will buttress our efforts to address maintenance of our streets, parks, and major road ways, enhancing our ability to be an attractive community as we seek to recruit industry to our various sites.

Please let me know if you require any additional information or documentation from me. Additionally, please feel free to disseminate my contact info to any agency leadership or staff you deem warranted based upon this request. Thanks again for your consideration. I can be reached directly at 614-787-6106 (cell), as well as bhouston@tuskegeealabama.gov.

Respectfully,

Bernard Houston

1-3

AGENDA

FEB 19 2019

Interoffice Memo

To: Montgomery County Commission

From: Lou Ialacci

Cc: Donald Mims, Florence Cauthen, Sherrill Thomas

Date: January 15, 2019

RE: Request for Non-profit Funds Agreement

The Montgomery Internet Exchange (MGMix) was started in late 2015 as a joint City-County project to provide an internet exchange in Montgomery, Alabama for the purpose of increasing internet speeds to stimulate competitive operating costs for the benefit of all internet users in the Montgomery area.

Each year funds saved from the IT budgets of the City and County have been transferred to a special account at each entity via approved Budget Changes to fund operations of MGMix. The remaining balance of the previously appropriated amounts is $119,180.

In 2018 the MGMix was incorporated as a Section 501(c)(3) non-profit entity to allow it to pursue other funding sources and minimize contributions from the City and County. The corporation has representatives from the County and the City on its Board of Directors.

I am requesting that a contract with MGMix in the amount of $119,180 to provide the services described above be placed on the next agenda.

2-1

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and MGMix, a non-profit corporation, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay MGMix the sum of One hundred nineteen thousand, one hundred and eighty dollars ($119,180.00). The contract services are to be provided from February 19, 2019 through September 30, 2019.

MGMix will utilize these funds for program services to operate an internet exchange in the Montgomery, Alabama for the purposes of increasing internet speeds to stimulate competitive operating costs for the benefit of all internet users in the Montgomery area.

Each of the parties recognizes and assesses the direct public benefit of competitive operating costs for individual, governmental, business and all other internet users and that these services are essential to the public purpose of health, education and welfare of the citizens in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the 19th day of February 2019.

MGMix

By: ________________________

Its: Chairman of the Board
25 Washington Avenue, Suite 600
Montgomery, AL 36104

Montgomery County Commission

By: ________________________

Its: Administrator
P.O. Box 1667
Montgomery, AL 36102-1667

2-2

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

TTG

MEMORANDUM

February 5, 2019

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Contract Agreement – The Montgomery Internet Exchange

I have reviewed your memorandum of February 4, 2019, with the Montgomery Internet Exchange regarding exchange services. I have also reviewed the memorandum from Chief Information and Technology Officer Lou Ialacci regarding this contract.

It is my opinion that the agreement appears to be in order. The agreement will be binding upon all parties upon execution.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

AGENDA

FEB 19 2019

January 25, 2019

The Honorable Elton N. Dean
Chairman of Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

MTGY CO. COMMISSIO
JAN 28 '19 AM9:11

Dear Chairman Dean:

RE: CDBG Project/Housing Rehabilitation
No. CY-CM-RR-18-017

I am pleased to enclose two copies of the above-referenced agreement. This agreement provides funding of $350,000 for your Community Development Block Grant (CDBG) Program. Please sign both copies and return one copy to us; Attention: Shabbir Olia. **Please retain the second copy for your files.** The approved **CDBG Program Budget and the Release of Funds** are also enclosed **for your CDBG Program files**.

Please be aware, Alabama CDBG Intergovernmental Policy Letter 17, Revision 3, requires that construction contracts must be fully executed within 180 days of this letter.

If you have any questions about this agreement, please call Reed Collar at (334)353-3265. Mr. Collar is the staff person assigned to you for technical assistance of a general nature. He will be pleased to help you with any questions or problems you may have.

Sincerely,

Kenneth W. Boswell

Kenneth W. Boswell
Director

KWB:GRC:tmn
Enclosures
cc: Leslie York, Program Administrator
Accounting
Evelyn Terry

401 Adams Avenue • Suite 580 • P.O. Box 5690 • Montgomery, Alabama 36103-5690 • (334) 242-5100

3-1

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS
COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS
NOTICE OF REMOVAL OF GRANT CONDITIONS

Categorically Excluded Activities 24 CFR 58.35(a)
(Subject to CFR 24 Part 58.5)

Determination: Project converts to EXEMPT, per Section 58.34(a)(12)

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)	**Copy To:** (name & address of Grantee if other than Applicant)
Elton Dean, Chairman Montgomery County Commission PO Box 1667 Montgomery, AL 36102	

Project Name: Housing Rehab (Phase II)

Project Location (City, County, State): Montgomery, Montgomery County, Alabama

Project Description:

Project consists of the renovation of approximately 18 existing single family structures in the Eastwood Villa (101 Eastwood Villa Blvd) neighborhood in Montgomery, AL.

On 01/11/19 this office received your Environmental Review Submittal pertaining to the above

- Any and all project and funding conditions, to the extent that, these are based on environmental review and clearance, in Grant Agreement for Application/Grant No. CY-CM-RR-18-017 authorized by the State on 10/26/18, are removed as of 01/16/19. CP
- This Notice constitutes your authority to use funds provided to you under Title I of the Housing and Community Development Act of 1974, for the above project.
- Although this form releases funds with respect to compliance with federally mandated environmental requirements, this does not mean that all conditions regarding release of funds have been satisfied. Until all such conditions have been met, ADECA will hold the Grant Agreement for this project. Funds subject to the removal of other conditions must NOT be obligated until all conditions have been satisfied.

Note: This does not remove the grantee's obligation to acquire applicable permits and satisfy other conditions from those State agencies which have authority in regard to local or State projects.

Type Name and Title of Authorizing Officer: Shabbir Olia, Division Chief CED Programs	Signature of Authorizing Officer	Date
	[signature]	1/16/19

ADECA Form ENV-NRGC — Equivalent to HUD Form 7015.16 - Revised 4/27/16

3-2

Alabama Department of Economic and Community Affairs
CDBG Budget/Final Financial Report

Date of Report: January 11, 2019

Budget/Report Number 1

- [x] Original Budget
- [ ] Revised Budget
- [ ] Formal Amendment
- [ ] Final Expenditure

Community Name: Montgomery County Commission

Project Number: CY-CM-RR-18-017

		CDBG			Local/Other Funds		
Activity	1 Total Activity Cost (3+6)	2 Last Approved Budget	3 Original Budget/ Budget Revision/ Final Expenditure	4 Budget Adjustment or Deobligation (3-2)	5 Last Approved Budget	6 Original Budget/ Budget Revision/ Final Expenditure	7 Budget Adjustment or Deobligation (6-5)
Housing Rehabilitation	$353,000.00		$318,000.00			$35,000.00	
	$0.00						
	$0.00						
	$0.00						
	$0.00						
	$0.00						
	$0.00						
Subtotal	**$353,000.00**	**$0.00**	**$318,000.00**		**$0.00**	**$35,000.00**	
Engineering/Architecture	$0.00		$0.00			$0.00	
General Program Admin.	$32,000.00		$32,000.00			$0.00	
Total	**$385,000.00**	**$0.00**	**$350,000.00**		**$0.00**	**$35,000.00**	

Chief Elected Official's Signature: Elton N. Dean Jr.

ADECA Program Supervisor Review: [signature] RECEIVED

Reason for revision, amendment, or deobligation:

ADECA Program Manager Approval: 8805 1/18/19 JAN 11 2019
KAR 1/18/19. CEDDIV GRC

Other Funds:
Total: $35,000.00 (this total must equal the total in column 6)
Local Amount: $35,000.00
Non-Local Amount:

In-kind: $0.00 Cash: $35,000.00
Source: Homeowner Match

Note: Please include incidental and support activities such as acquisition of easements, street patching, etc., in the total for the primary activity.

Original to Accounting, Copy to Grant Administrator, Copy to IDIS, and Copy to Project Files

2/10

3-3

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. **CY-CM-RR-18-017**

AGREEMENT

THIS AGREEMENT is effective as of this **26th** day of **October, 2018** by and between the **Montgomery County Commission** (herein called "Subrecipient") and the Alabama Department of Economic and Community Affairs (herein called "ADECA" and "Pass-through Entity").

Subrecipient's Name: Montgomery Conty Commission

Subrecipient's DUNS Number: 099839086

Federal Award Identification Number ("FAIN"): B-18-DC-01-0001

Federal Award Date: October 16, 2018

Subaward Period of Performance Start Date and End Date: The Start Date is the date first written above herein this Agreement, and the End Date is designated in the Subrecipient's Community Development Block Grant (CDBG) Local Program Implementation Schedule.

Amount of Federal Funds Obligated by this Agreement: $350,000

Total Amount of Federal Funds Obligated to Subrecipient: $350,000

Total Amount of Federal Award: $350,000

Federal Award Project Description: The CDBG funds will be used to rehab several houses in a community in Montgomery County.

Name of Federal Awarding Agency: U. S. Department of Housing and Urban Development (HUD).

Pass-through Entity: Alabama Department of Economic and Community Affairs (ADECA).

Contact Information for Pass-through Entity's Official: Kenneth W. Boswell, ADECA Director

Identification of Whether Subaward is Research and Development: No

Indirect Cost Rate for Federal Award: Not applicable to the Subrecipient.

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Community Development Block Grant (CDBG) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's CDBG Program administered by ADECA, under CDBG Project Number **CY-CM-RR-18-017** made to the Subrecipient from the federal award (FAIN **B-18-DC-01-0001**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383), authorized by the Letter of Conditional Commitment. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or HUD, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the HUD CDBG Program Regulations published at 24 CFR Part 570, Subpart I, and State Policies; (4) the State's One-Year Annual Action Plan developed for the CDBG Program (the State's federal grant application) that is submitted to and approved by HUD, including any assurances, certifications, maps, schedules, and other submissions; and (5) the following General Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383), or the HUD CDBG Program Regulations published at 24 CFR Part 570, Subpart I, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.

2. "Applicant" means the entity designated as such in the Letter of Conditional Commitment and herein as the Subrecipient.

3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Conditional Commitment.

4. "Assurances", when capitalized, means the certifications and assurances submitted with the Subrecipient's Application pursuant to the requirements of 24 CFR Part 570, Subpart I.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the federal grant awarded from the federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **B-18-DC-01-0001**.

7. "Letter of Conditional Commitment" means the letter to the Subrecipient from ADECA confirming approval of the Subrecipient's Application and setting forth requirements which shall be satisfied by the Subrecipient prior to execution of this Agreement.

8. "Local Program Implementation Schedule" means ADECA's CDBG Local Program Implementation Schedule form that is completed and signed by the Subrecipient's authorizing official and submitted to ADECA as part of the Subrecipient's response to the Letter of Conditional Commitment, and that sets forth the proposed start dates and completion dates for the work activities and administrative services described on that form. The Local Program Implementation Schedule may be amended from time to time throughout the period of this Agreement, as requested by the Subrecipient and as approved by ADECA.

9. "Principal" 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 Subrecipient.

10. "Program" means the Community Development Block Grant (CDBG) Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

11. "State" means the State of Alabama.

12. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this CDBG project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA, and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

C. CHANGES

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the CDBG project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be on a standard ADECA "CDBG Budget/Final Financial Report" form and approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so

hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

E. TIME OF PERFORMANCE

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Conditional Commitment. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Local Program Implementation Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Local Program Implementation Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

1. ADECA and the Subrecipient have agreed upon a total payment of CDBG funds not to exceed **$350,000.**

2. The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) "CDBG Budget/Final Financial Report." Payment of funds are subject

to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **October 26, 2018** under the Letter of Conditional Commitment of State CDBG funds for CDBG Project Number **CY-CM-RR-18-017** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out CDBG grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or HUD, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. In addition to the above clauses, the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement.

G. CLOSEOUT PROCEDURES

On or after the completion date stated in the Local Program Implementation Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established CDBG Program closeout procedures when closing the CDBG project under this Agreement. The Subrecipient may access ADECA's CDBG Program closeout documents from the ADECA Community and Economic Development Division's CDBG Program staff and on the ADECA website at www.adeca.alabama.gov.

H. RECORD RETENTION

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the CDBG project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to HUD, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to HUD (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include HUD) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's CDBG Program record

retention requirements applicable to this Federal Award and the CDBG project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all records relating to the CDBG project under this Agreement for a period of at least five years past notification by ADECA that the CDBG project under this Agreement has been closed out or all audit findings related thereto have been resolved, whichever is longer.

3. When applicable, the Subrecipient, Contractors, Subcontractors and Vendors shall comply with the Alabama Competitive Bid Law (codified at §41-16-54, *Code of Alabama 1975*), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF CONDITIONAL COMMITMENT

The submissions made pursuant to the Letter of Conditional Commitment are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 24 CFR Part 58, and the Subrecipient's "Request for Release of Funds and Certification" form has been submitted to and approved in writing by ADECA.

2. The Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review CDBG project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL 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 provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. **TERMINATION OF AGREEMENT**

(a) 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 ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **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 ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA, 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.

(2) **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 ADECA to the Subrecipient, then ADECA 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.

(b) In the event of termination, either for convenience or for 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 ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

2. **HEARING ON APPEAL**

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

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

3. **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this Agreement, hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of <u>Executive Order 11246</u> of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by <u>Executive Order 11246</u> of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **DAVIS-BACON ACT and COPELAND "ANTI-KICKBACK" ACT**

In the event this contract or grant award is for an amount which exceeds $2,000 and is a prime construction contract, the Subrecipient or Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of $2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by U.S. Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency [HUD].

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

6. **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 ADECA or the 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," ADECA or the Subrecipient must comply with the requirements of 37 CFR Part 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 Federal awarding agency [HUD].

7. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT**

In the event this contract or grant award is for an amount in excess of $150,000, the Subrecipient or Contractor 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. ADECA shall report any suspected or reported violation to the Federal awarding agency [HUD] and to the Environmental Protection Agency.

8. **ENERGY CONSERVATION**

The Subrecipient or Contractor 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*.

9. **DEBARMENT AND SUSPENSION**

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

(b) 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 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.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any federal agency or by ADECA and/or 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

3-15

responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

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

10. **BYRD ANTI-LOBBYING ACT**

In the event this contract or grant award is for an amount equal to, or in excess of, $100,000, the Subrecipient or Contractor 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 (ADECA).

11. **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 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 $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; 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 Environmental Protection Agency guidelines.

K. OTHER APPLICABLE FEDERAL AND STATE LAWS

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the following:

1. **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.

2. **DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with the 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 (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) 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.

3. **TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, the Subrecipient, Contractors, Subcontractors and Vendors who meet this threshold will be required to furnish this information to the ADECA Community and Economic Development Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

4. **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 ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

5. **HUMAN TRAFFICKING PROVISIONS**

The award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

6. **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.

7. **MANDATORY DISCLOSURES**

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

8. **NOT TO CONSTITUTE A DEBT OF THE STATE**

It is agreed that the terms, conditions, and commitments contained herein this Agreement 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.

9. **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 this Agreement shall be deemed null and void.

10. **IMMUNITY AND DISPUTE RESOLUTION**

a. 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 this 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*.

b. For any and all disputes arising under the terms of this 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.

11. **DISCLAIMER**

a. 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 this Agreement, a contract, a grant, a loan, or by any other means.

b. 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.

12. **ACCESS TO RECORDS**

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period, but shall last as long as the applicable records are retained.

13. **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 ADECA thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from ADECA 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 ADECA.

14. **CONTINGENCY CLAUSE**

a. It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the CDBG Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

b. Payments made by ADECA 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.

15. **CONFLICT OF INTEREST**

a. 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: (i) the individual, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

b. The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA 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.

c. The Subrecipient 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.

16. **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.

17. **AUDIT REQUIREMENTS**

a. 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.

b. 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 said Uniform Administrative Requirements.

c. 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.

d. 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.

18. 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.

19. SUSPENSION OF PAYMENTS

a. 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.

b. 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 the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

c. 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.

20. 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 $5,000.00.

21. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

a. 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*).

b. For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

c. By signing this Agreement, the parties affirm that for the duration of this Agreement 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 this Agreement and shall be responsible for all damages resulting therefrom.

d. It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the CDBG Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement.

e. It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

f. It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State and local laws.

g. ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor, Subcontractor or Vendor, to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

h. This Agreement is subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I, as published for effect and as may be amended from time to time.

i. Incorporated herein as part of this Agreement are the Assurances and Certifications signed by ADECA as part of the State's One-Year Annual Action Plan developed for the CDBG Program (the State's federal grant application) that is submitted to and approved by HUD for the State's CDBG Funds awarded to the State, which Assurances and Certifications include but may not be limited to the following:

(1) Public Law 88-352, Title VI of the Civil Rights Act of 1964, and HUD Regulations to further the Act which are contained in 24 CFR Part I.

(2) Public Law 90-284, Title VIII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974, as amended. The Fair Housing Law protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability, and familial status including the presence of children.

(3) Executive Order 11063, as amended by Executive Order 12259, to provide for Equal Opportunity in Housing, and HUD Regulations contained in 24 CFR Part 107.

(4) Section 109 of the Housing and Community Development Act of 1974, as amended, to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

(5) Section 104(P) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National

Environmental Policy Act of 1969 (NEPA) and with other provisions of law which further the purposes of NEPA. Such other provisions of law which further the purposes of NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58. ADECA and the Subrecipient are obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended.

(6) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended (Public Law 100-17), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in such purchases.

(7) Section 3 of the Housing and Urban Development Act of 1968, as amended in 1969, as amended by Section 118 of Title 1 of the Housing and Community Development Act of 1974, as amended. Section 3 provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of project areas, and that contracts are awarded to small businesses located within the project area or owned in substantial part by project area residents. Compliance procedures have been established by ADECA through the Subrecipient's Equal Opportunity Requirements Certification Review.

(8) Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).

(9) Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap/disability, be excluded from participation in (including employment), be denied the program benefits of, or be subjected to, discrimination under any program or activity receiving federal funds.

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA	SUBRECIPIENT
Alabama Department of Economic and Community Affairs	**Montgomery County Commission**
Kenneth W. Boswell Kenneth W. Boswell, Director	Chairman
1/23/19 (Date)	(Date)
ATTEST:	ATTEST:
Lauren T. Boone (Name)	(Name)
Executive Secretary (Title)	(Title)
1/23/19 (Date)	(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

Claudia Kennedy Smith
General Counsel for ADECA

3-25

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE OF ALABAMA

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

AGENDA

FEB 19 2019

February 7, 2019

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Montgomery County Violence Against Women Prosecution Unit
18-WF-PR-006
Amount: $91,563.00

I am pleased to notify you that I have approved the above-referenced grant, which will provide funding from the Violence Against Women Formula Grants program.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Law Enforcement and Traffic Safety Division of ADECA if you have questions or need assistance.

Sincerely,

Kay Ivey

Kay Ivey
Governor

KI:kwb:wmb

4-1

Office of the Governor

Kay Ivey
Governor

Alabama Department of Economic and Community Affairs

Kenneth W. Boswell
Director

State of Alabama

February 7, 2019

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Montgomery County Violence Against Women Prosecution Unit
18-WF-PR-006
Amount: $91,563.00

Enclosed are subgrant award documents and other related information concerning the Violence Against Women Formula Grants program.

The Authorized Official listed on the application must sign the subgrant award and return the original to Law Enforcement Traffic Safety Division, Attention: William M. Babington, at Post Office Box 5690, Montgomery, Alabama 36103-5690, within seven (7) days of receipt. Please read very carefully all special conditions that relate to this subgrant, and before signing the official award, make sure that these special conditions can and will be adhered to.

Sincerely,

Kenneth W. Boswell
Director

KWB:wmb:cp

401 Adams Avenue • Suite 580 • P.O. Box 5690 • Montgomery, Alabama 36103-5690 • (334) 242-5100

4.2

Subgrant Agreement

Violence Against Women Formula Grants

Subgrant 18-WF-PR-006

Subrecipient name **Montgomery County Commission**

Subrecipient's DUN **099839086**

Federal Award ID (FAIN) **2018-WF-AX-0007**

Federal Award Date **9/18/2018**

CFDA **16.588**

Subaward Period of Performance **January 1, 2019 through December 31, 2019**

Federal Funds obligated by this action **$91,563.00**

Total Federal Funds obligated to recipient **$91,563.00**

Total amount of Federal Award **$91,563.00**

Federal Award project description **Violence Against Women Act**

Name of Federal Awarding Agency **U.S. Department of Justice**

Pass-through entity **Alabama Department of Economic and Community Affairs**

Contact information for awarding official **Kenneth W. Boswell, Director**

Research & Development? **No**

Indirect Cost Rate **0.00%**

4.3

1. **COMMENCEMENT WITHIN 60 DAYS.**
   If a project is not operational within 60 days of the original starting date of the subgrant period, the Subrecipient must report by letter to LETS/ADECA the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

2. **OPERATIONAL WITHIN 90 DAYS.**
   If a project is not operational within 90 days of the original starting date of the subgrant period, the Subrecipient must submit a second statement to LETS/ADECA explaining the implementation delay. Upon receipt of the 90-day letter, LETS/ADECA may cancel the project and redistribute the funds to other project areas. LETS/ADECA may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

3. **Applicability of Part 200 Uniform Requirements**
   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP, and all subawards.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

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

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

   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:

4. **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.

5. **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.

Initial:__________ 4-4

6. **EQUAL EMPLOYMENT OPPORTUNITY.**
In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all

Initial:__________ 4-5

of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. **DAVIS-BACON ACT and COPELAND "ANTI-KICKBACK" ACT**
In the event this contract or grant award is for an amount which exceeds $2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of $2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

9. **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 Part 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.

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

11. **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.

12. **CERTIFICATION REGARDING 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.

Initial:________ 4-6

13. **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.

14. **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:

15. **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.

16. **THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)**
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.

17. **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 executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.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.

18. **POLITICAL ACTIVITY (HATCH ACT).**
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.

19. **REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OJP AUTHORITY TO TERMINATE AWARD)**
The recipient, and any subrecipient ("Subrecipient") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("Subrecipients"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

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

20. **BUY AMERICA ACT.**
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.

Initial:__________ 47

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **ACCESS TO RECORDS.**
Applicant 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, Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examinations to any books, documents, papers, and records of subsidiary ledgers, personnel and payroll records, canceled checks, and related documents. Records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report.

27. **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.

28. **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.

29. **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-

Initial:__________ 4-8

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.

30. 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 much 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.

31. 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.

32. 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.

33. 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.

34. 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.

Initial:__________ 4.9

35. **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). For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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.

36. **DOJ GRANTS FINANCIAL GUIDE:**
Subrecipients shall comply with the DOJ Grants Financial Guide as applicable, including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is posted on the OJP website at https://ojp.gov/financialguide/DOJ/index.htm

37. **FIDELITY BONDING**
Subrecipients shall be required to carry fidelity bonds for individuals in positions of fiscal responsibility in the amount of $100,000 or the highest cash advance.

38. **CONTINUATION FUNDING.**
Subrecipient understands that the awarding of this subgrant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document. Failure of the Subrecipient to submit the required financial and program narrative reports may result in a suspension of the subgrant payments and may also result in the suspension of processing continuation applications.

39. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION.**
Prior to funding, the attached certification must be submitted to LETS/ADECA, certifying that either (1) a program has been formulated; or (2) a program is not required. Reference 28 CFR Part 42.302(d).

40. **FINANCIAL QUESTIONNAIRE.**
Prior to funding, the attached Financial Questionnaire and Request for Taxpayer Identification Number (if applicable) must be completed and returned to LETS/ADECA.

41. **LETS POLICY LETTERS**
Subrecipients shall comply with the ADECA LETS Policy Letters, including any updated version that may be posted during the period of performance. The ADECA LETS Policy Letters are available on the ADECA website at http://adeca.alabama.gov/Divisions/lets/Pages/default.aspx.

42. **RECOGNITION OF FUNDING.**
The Subrecipient shall include the following on all publications and releases, to include all written, audio or visual media: 'This project was supported by Subgrant # **18-WF-PR-006** awarded by the Law Enforcement/Traffic Safety Division of ADECA and the U.S. Department of Justice.'

43. **ACQUISITION OF GOODS AND SERVICES.**
The Subrecipient agrees that the acquisition of goods and services in the aggregate value of $500,000 or more shall not be made unless Subrecipient: (a) specifies in an announcement of the awarding of the contract for the procurement of the goods and services involved, the amount of Federal funds that will be used to finance the acquisition; and (b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

44. **ANNUAL PERFORMANCE REPORT.**
Annual Performance Report. Subrecipient must include an assessment of impact of the activities carried out under the subgrant in the form of an annual Performance Report, utilizing forms provided (attached). Immediate action must be taken to collect the necessary data during the progress of the project.

Initial:__________ 4-10

45. **CONFIDENTIAL EXPENDITURES.**
Prior to the funding and expenditure of confidential funds, the Project Director shall sign a certification indicating that he/she has read, understands, and agrees to abide by all of the conditions pertaining to confidential funds as set forth in the effective edition of the guideline manual 7100.1, 'Financial and Administrative Guide for Grants.' A copy of Subrecipient written procedures for accountability and control of confidential expenditures will be submitted to LETS/ADECA for approval prior to such expenditure.

46. **AUTHORITY OF AUTHORIZING OFFICIAL.**
The authorizing official herby certifies that 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.

47. **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.

48. **SUBGRANT FISCAL REPORT.**
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.

49. **SUBGRANT NARRATIVE 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 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.

50. **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.

51. **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.

52. **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.

53. **DISCRIMINATION PROHIBITED.**
No person shall, on the grounds of race, religion, color, national origin, sex, gender identity, sexual orientation (gender identity and sexual orientation protection, only applies to recipients of grants under VAWA), 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

Initial:__________ 4-11

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 1964.42U.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.

54. **COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 42**
The recipient, and any subrecipient ("Subrecipient") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

55. **COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 54**
The recipient, and any subrecipient ("Subrecipient") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

56. **COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 38**
The recipient, and any subrecipient ("Subrecipient") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

57. **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.

58. **PROCUREMENT STANDARDS.**
Subrecipients must comply with all applicable state and federal laws/regulations (including, but not limited to, (2 CFR Part 200), ADECA policies, ADECA LETS Policy Letters, and subrecipient policies and procedures.

59. **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 project costs from the Subrecipient's other or general expenditures. Adequate documentation for all project costs, both the ADECALETS 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:

(1) Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of

Initial:__________ 4-12

supervisor.

(2) 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.

(3) Travel: Documentation must be detailed, signed by the employee and approved by the employee's supervisor.

(4) Supplies and Operating Expenses and Equipment: Documentation includes audited vendor invoices approved by the project director.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. FOREIGN TRAVEL.
Travel outside the continental United States will not be approved for funding.

67. 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-fee, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.

68. 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.

69. 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 federal funds, including Subrecipients and

Initial:_________ 4.13

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.

70. **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.

71. **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".

72. **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. 1361.

73. **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.

74. **CLIENT-COUNSELOR CONFIDENTIALITY.**
Subrecipient shall maintain confidentiality of client-counselor information, as required by state and federal law.

75. **REQUIREMENTS OF THE AWARD; REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS**
The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

76. **REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONNALY IDENTIFIABLE INFORMATION (PII)**
The recipient, and any subrecipient ("Subrecipient") at any tier, must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient) – 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's

Initial:________ 4-14

breach procedures must include a requirement to report actual or imminent breach of PI to an OVW Program Manager no later than 24 hours after an occurrence to an actual breach, or the detection of an imminent breach.

77. **COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS**

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

78. **OJP TRAINING GUIDING PRINCIPLES**

Any training or training materials that the recipient -- or any subrecipient ("Subrecipient") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipients, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

79. **RESTRICTIONS ON "LOBBYING"**

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

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

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact ADECA for guidance.

80. **COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS (FY 2017)**

The recipient, and any subrecipient ("Subrecipient") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact ADECA.

81. **REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT**

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to ADECA.

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

82. **COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)**

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

Initial:__________ 4-15

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact ADECA for guidance.

83. **COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE – CERTIFIED STANDARD ASSURANCES**
In addition to the above Conditions and Assurances, I certify under penalty of perjury to the U.S. Department of Justice ("USDOJ") that all of the following are true and correct:

A. I have the authority to make the following representations on behalf of myself and the subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the subrecipient based on its application.

B. I certify that the subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

C. I assure that, throughout the period of performance for the award (if any) made by ADECA based on the application:

i. The subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
ii. The subrecipient will comply with all applicable award requirements and all applicable federal statutes and regulations; and
iii. The subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

D. The subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by ADECA based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition:

i. In addition to Condition #56 above, the subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
ii. The subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
iii. The subrecipient understands that it must comply with all such applicable statutes (and associated regulations); and
iv. On behalf of the subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

E. The subrecipient understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by ADECA based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

F. I assure that the subrecipient will assist USDOJ and ADECA as necessary (and will require contractors to assist as necessary) with USDOJ and ADECA's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

G. I assure that the subrecipient will give USDOJ, the Governmental Accountability Office, and ADECA, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by ADECA based on the application.

H. I assure that, if the subrecipient is a governmental entity, with respect to the award (if any) made by ADECA based on the application:

i. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
ii. It will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Initial:__________ 4-16

I. If the subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

J. I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that ADECA's awards funded by USDOJ, including certifications provided in connection with such awards, are subject to review by ADECA and by UDOJ, including by its Office of Inspector General.

Initial:__________ 4-17

State of ______________________ Subgrant 18-WF-PR-006

County of ______________________

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: ____________________

RE: Contract/Grant/Incentive (describe by number or subject):

____ by and between

____ (Contractor/Grantee) and

____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of ________________________ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

______(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
______(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this __________ day of __________ 20____.

____
Name of Contractor/Grantee/Recipient

By: ______________________________

Its: ______________________________

The above Certification was signed in my presence by the person whose name appears above, on this ________ day of ________________ 20____.

WITNESS: ______________________________

____
Printed Name of Witness

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

Notice of Change Required Due to Action of Approving Authority

Subgrantee: **Montgomery County District Attorney**
Subgrant Number: **18-WF-PR-006**

Date: **Thursday, November 15, 2018**
Amount Requested: **$90,000.00**
Amount Awarded: **$91,563.00**

In accordance with the action of the Law Enforcement and Traffic Safety Division's Approving Authority, your budget must be modified to conform to the amount of the Award.

○ A detailed budget revision is attached. Please sign one copy and return it with the Subgrant Award.

◉ You are required to submit a budget to conform to the amount of the award, plus 25% match for a total project cost of $122,084.01. If Goals and Objectives require revision due to this change in funding, a rewrite of those affected pages should also be submitted for approval by the Law Enforcement and Traffic Safety Division.

○ Other.

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

Violence Against Women Formula Grants
Subgrant Award

The Department of Economic and Community Affairs hereby awards to

Montgomery County Commission

(hereinafter called the 'Subrecipient') the amount of

$91,563.00

for the period of

January 1, 2019 through December 31, 2019.

This subgrant may be used for the aforementioned period for the projects set forth in the application of the Subrecipient, subject to the General Conditions applicable to the administration of this subgrant. The Subrecipient shall administer the programs or projects for which this subgrant is awarded in accordance with the applicable rules, regulations and conditions of the Department of Economic and Community Affairs as set forth in the standard subgrant Conditions and Assurances of the Subrecipient Application, or as mandated by ADECA.

This subgrant is made available under 34 USC 10441, 34 USC 10446 to 34 USC 10451. The federal funding agency is the U.S. Department of Justice. The award of funds is made under the title of Violence Against Women Formula Grants and is identified by the Catalog of Federal Domestic Assistance (CFDA) Number 16.588.

Subgrant Number **18-WF-PR-006**

Award Date February 7, 2019

By Kenneth W. Boswell

Kenneth W. Boswell
Director

Acceptance of Award

Montgomery County Commission

hereby signifies its acceptance of the above subgrant award on the terms and conditions set forth above or incorporated by reference therein. Likewise, additional special conditions attached to this subgrant award are herein incorporated.

Date ____________ By ______________________

Authorized Official

Program: Prosecution

Project Objective: Montgomery County Violence Against Women Prosecution Unit

Note: Funds cannot be advanced until Subrecipient signs and returns the original and a copy of this subgrant award to the Law Enforcement/Traffic Safety Division of ADECA.

4-20

AGENDA

FEB 19 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 25, 2019

RE: Contract No. 51988-17B-011
Employee Luncheon

I request that the attached Amendment No. 2 to Chappy's Deli contract for the employee luncheons be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning April 17, 2019 and ending on April 16, 2020.

Chappy's Deli would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

5-1

Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102

Amendment
To
Contract # 51988-17B-011

Amendment No. 2

Contract for Chappy's Deli, is hereby extended for one (1) year beginning April 17, 2019 and ending April 16, 2020.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS: CHAPPY'S DELI

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

5-2

AGENDA

FEB 19 2019

January 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen
Deputy Administrator

SUBJECT: Deductive Change Order for Jail 1 Renovations

As discussed at the meeting on January 22, 2019, architects PH&J undertook value engineering with low bidder Holley-Henley to reduce the contract amount by $1,342,147.

I request that the Change Order Number 1 reducing the amount of the contract for renovation of Jail 1 with Holley-Henley Builders, Inc., by $1,342,147 be placed on the next agenda.

6-1

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Renovations to Montgomery County Detention Facility Building 1 for Montgomery County Commission
PH&J #1712GV

CONTRACT INFORMATION:
Contract For: General Construction

Date: January 30, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: January 31, 2019

OWNER: *(Name and address)*
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

ARCHITECT: *(Name and address)*
PH&J Architects, Inc.
807 S. McDonough Street
Montgomery, AL 36104

CONTRACTOR: *(Name and address)*
Holley-Henley Builders, Inc.
438-A Twain Curve
Montgomery, AL 36117

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

DEDUCT: Value Engineering Costs...........................$(1,342,147.00)

TOTAL..........................$(1,342,147.00)

The original Contract Sum was	$	4,919,808.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	4,919,808.00
The Contract Sum will be decreased by this Change Order in the amount of	$	1,342,147.00
The new Contract Sum including this Change Order will be	$	3,577,661.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.	Holley-Henley Builders, Inc.	Montgomery County Commission
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
[signature]	[signature]	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Patrick Addison, Vice President	Hoyt Henley, Vice President	Elton Dean, Chairman
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
1-31-19	2-1-19	
DATE	**DATE**	**DATE**

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

January 29, 2019

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Bid Award for Jail 1 Repairs and Renovations and Subsequent Deductive Change Order

---

I have reviewed the documents provided by the architects PH&J Architects, Inc. ("Architects"). I have also reviewed the Attorney General's Opinion pertaining to change orders relating to public entities.

I agree with the conclusion by the Architects. I understand that the low qualified bidder is Hoyt-Henley Builders in the amount of $4,919,808. It was later determined that cuts had to be made in order to fund the project. This is unusual because change orders are normally for an increase and not a decrease. The change order is a decrease of $1,342,147 or 27.3%. This will save the taxpayer of the County a significant amount of money.

Based on the above, I opine the County can make a deduction in the change order and will comply with the law applicable to this project.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

6-3

Elton N. Dean, Sr.
CHAIRMAN
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA
FEB 19 2019

February 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Amendment of Group Healthcare Summary Plan Description (PPO Benefit Package) for the Employees of Montgomery County Commission

The County Commission, at its meeting on February 4, 2019, agreed to place on the next agenda an Amendment of Group Healthcare Summary Plan Description (PPO Benefit Package) for the employees of Montgomery County Commission.

I am requesting approval of this Amendment.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

7-1

October 15, 2018

Mr. Donnie Mims
Montgomery County Commission
100 South Lawrence Street
Montgomery, Alabama 36104-4209

Re: Group Number(s) 37913/001
Effective Date of Change: 01/01/2018

Dear Mr. Mims:

Thank you for making Blue Cross and Blue Shield of Alabama your choice for plan benefits for your employees and their dependents.

Enclosed please find an insert for your benefit booklet that includes RENEWAL/REQUESTED changes. Upon finalization this insert should be added to your benefit booklet dated January 1, 2017.

We remind you that you are the "plan administrator" and "plan sponsor" under ERISA or other applicable law, and/or the terms of your plan. Among other things, this imposes upon your group the sole legal responsibility to (i) prepare the benefit booklet, (ii) determine whether the benefit booklet distributed to plan participants satisfies ERISA's definition of Summary Plan Description (SPD) or other applicable legal requirements, (iii) ascertain that the booklet accurately and fully describes the benefits that you intend for us to provide or administer, and (iv), distribute the booklet in a timely fashion and appropriate manner to plan participants. Nothing in our agreements with you and no actions taken by us are intended to delegate any of these responsibilities under the plan or applicable law to us.

Pending finalization of your insert (that is, a written direction from you to us telling us to publish the insert for you as written), we will administer the terms and benefits of your plan in accordance with the group enrollment agreement or application, the Administrative Services Agreement (ASA) or Financial Contract, the most recently approved benefit booklet and the enclosed draft insert, which we will treat as operative (by "operative," we mean that the insert and the booklet it amends will serve as the primary but not the sole instrument upon which we will base our administration of the plan, without regard to whether the insert is ever finalized or distributed to the plan's participants). If there is any conflict between any of the foregoing documents, we will resolve that conflict in a manner that best effectuates the intent of your group and us.

You should carefully review the insert. If the insert meets your approval, please sign this letter and either mail it to me in the enclosed envelope, or fax it to my attention at (205) 220-9516. If you have suggested changes to the document, please make them on the draft copy and mail or fax to me.

7.2

Please call me at (205) 220-7049, or email me at *Ashley.Mims@BCBSAL.ORG* if you have any questions or concerns.

Sincerely,

Ashley Mims
Benefit Analyst
Benefits and Group Accounts

Enclosure

cc: Brent W. Cherry

FOR GROUP'S USE

[ ] I have reviewed the enclosed insert, and wish to distribute it as written to the plan's participants in accordance with ERISA or other applicable law. I do not need you to print any additional copies of this insert at this time. I understand that, as a courtesy, you will publish copies of this insert on your website at **www.AlabamaBlue.com** where they can be accessed by me and the plan's participants.

[ ] I have reviewed the enclosed insert, and wish to distribute them as written to the plan's participants. I instruct Blue Cross to print the insert as written and ship ___ [number of copies] printed copies to my group, in care of my attention.

By: ____________________

Title: ____________________

Date: ____________________

7-3

INSERT

Montgomery County Commission

37913/001

Effective January 1, 2018

> **Attention:** This insert amends the Group Healthcare Summary Plan Description for the employees of **Montgomery County Commission**
> Effective **January 1, 2016**
> (Print date on back cover **06/2016**)
> Effective January 1, 2018, the following revisions are applicable:

The **Physician-Administered Drugs** sections of your benefit booklet are amended by replacing all instances with **Provider-Administered Drugs**.

The **Prime Therapeutics Specialty Pharmacy Network** sections of your benefit booklet are amended by replacing all instances with **Pharmacy Select Network**.

The **PrimeMail** sections of your benefit booklet are amended by replacing all instances with **Home Delivery Network.**

COST SHARING

Out-of-Area Services

E. Blue Cross Blue Shield Global Core

If you are outside the United States (hereinafter "BlueCard service area"), you may be able to take advantage of Blue Cross Blue Shield Global Core when accessing covered healthcare services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if you contact the service center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts. In such cases, the hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered healthcare services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered healthcare services outside the BlueCard service area, you must submit a

DRAFT

7-4

claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the service center or online at www.bcbsglobalcore.com. If you need assistance with your claim submission, you should call the service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

HEALTH BENEFITS

Physician Preventive Benefits

SERVICE OR SUPPLY	IN-NETWORK PLAN PAYS	OUT-OF-NETWORK PLAN PAYS
Routine preventive services and immunizations: See AlabamaBlue.com/preventiveservices and AlabamaBlue.com/StandardACAPreventiveDrugList for a listing of the specific drugs, immunizations and preventive services or call our Customer Service Department for a paper copy of this listing Certain immunizations may also be obtained through the Pharmacy Vaccine Network. See AlabamaBlue.com/pharmacy for more information	100% of the allowed amount, no deductible or copayment	Not covered

HEALTH BENEFIT EXCLUSIONS

R

The exclusion for **recreational** in paragraph R of the Health Benefit Exclusions section of your benefit booklet is deleted in its entirety and replaced with the following:

> Services or expenses for **recreational** or educational therapy (except for plan-approved ABA Therapy, diabetic self-management programs, pulmonary rehabilitation programs or Phase 1 or 2 cardiac rehabilitation programs).

GENERAL INFORMATION

No Assignment

As discussed in more detail in the Claims and Appeals section of this booklet, most providers are aware of our claim filing requirements and will file claims for you. If your provider does not file your claim for you, you should call our Customer Service Department and ask for a claim form. However, regardless of who files a claim for benefits under the plan, we will not honor an assignment by you of payment of your claim

DRAFT

75

to anyone. What this means is that we will pay covered benefits to you or your in-network provider (as required by our contract with your in-network provider) – even if you have assigned payment of your claim to someone else. With out-of-network providers, we may choose whether to pay you or the provider. When we pay you or your provider, this completes our obligation to you under the plan. Upon your death or incompetence, or if you are a minor, we may pay your estate, your guardian or any relative we believe is due to be paid. This, too, completes our plan obligation to you.

NOTICE OF NONDISCRIMINATION

Blue Cross and Blue Shield of Alabama complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Blue Cross and Blue Shield of Alabama:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages

If you need these services, contact our 1557 Compliance Coordinator. If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person or by mail, fax, or email at: Blue Cross and Blue Shield of Alabama, Compliance Office, 450 Riverchase Parkway East, Birmingham, Alabama 35244, Attn: 1557 Compliance Coordinator, 1-855-216-3144, 711 (TTY), 1-205-220-2984 (fax), 1557Grievance@bcbsal.org (email). If you need help filing a grievance, our 1557 Compliance Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Service, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

FOREIGN LANGUAGE ASSISTANCE

Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística Llame al 1-855-216-3144 (TTY: 711)

Korean: 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-216-3144 (TTY: 711)번으로 전화해 주십시오.

Chinese: 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-216-3144 (TTY: 711)

Vietnamese: CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-216-3144 (TTY: 711).

DRAFT

7-6

Arabic: 1-855-216-3144 انتباه: إذا كنت تتحدث العربية، توجد خدمات مساعدة فيما يتعلق باللغة، بدون تكلفة، متاحة لك. اتصل
(الهاتف النصي: 711). بـ

German: ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-216-3144 (TTY: 711).

French: ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-216-3144 (ATS: 711).

French Creole: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-216-3144 (TTY: 711).

Gujarati: ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હોય, તો ભાષા સહાયતા સેવા, તમારા માટે નિઃશુલ્ક ઉપલબ્ધ છે. 1-855-216-3144 પર કૉલ કરો (TTY: 711).

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-216-3144 (TTY: 711).

Hindi: ध्यान दें: अगर आपकी भाषा हिंदी है, तो आपके लिए भाषा सहायता सेवाएँ निःशुल्क उपलब्ध हैं। 1-855-216-3144 (TTY: 711) पर कॉल करें।

Laotian: ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ 1-855-216-3144 (TTY: 711).

Russian: ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-216-3144 (телетайп: 711).

Portuguese: ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-216-3144 (TTY: 711).

Polish: UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-216-3144 (TTY: 711).

Turkish: DİKKAT: Eğer Türkçe konuşuyor iseniz, dil yardımı hizmetlerinden ücretsiz olarak yararlanabilirsiniz. 1-855-216-3144 (TTY: 711) irtibat numaralarını arayın.

Italian: ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-216-3144 (TTY: 711).

DRAFT

7-7

Japanese: 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-855-216-3144（TTY: 711）まで、お電話にてご連絡ください。

DRAFT

7-8

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 2/19/19 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**28,100**	**31,867**	**24,900**	**3,150**	**27,600**	**115,617**
C-2019-52	Brantwood Children's Home	Food, Clothing and Activities for Neglected and Abused Children of Montgomery County			1,000			1,000
C-2019-53	American Association for Children	"Think Big Program"					1,000	1,000
C-2019-54	Montgomery YMCA	Youth Government Day			500		1,000	1,500
C-2019-55	Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc.	Guide Right Programs		1,500				1,500
NC-2019-52	Troy University	Rosa Parks Museum for Operational Expenses					600	600
	Total Appropriations 2/19/19		0	1,500	1,500	0	2,600	5,600
	APPROPRIATED BUDGET BALANCE		**28,100**	**30,367**	**23,400**	**3,150**	**25,000**	**110,017**

Q2 M[illegible] 2/19/19
Administrator Date

AGENDA
FEB 19 2019

8-1

AGENDA

FEB 19 2019

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 2/19/19 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**45,100**	**69,500**	**72,000**	**55,000**	**59,460**	**301,060**
BOE-2019-28	Park Crossing High School	Baseball Program					1,000	1,000
BOE-2019-29	Dunbar-Ramer School	Principal's Discretionary Fund					1,000	1,000
BOE-2019-30	Loveless Academic Magnet Program H.S. (LAMP)	Principal's Discrectionary Fund					1,000	1,000
BOE-2019-31	Pike Road High School	Principal's Discretionary Fund for Baseball Program					2,500	2,500
BOE-2019-32	Robert E. Lee High School	Science STEAM Program				2,500		2,500
BOE-2019-33	Bellingrath Middle	STEM Program				1,500		1,500
BOE-2019-34	Sidney Lanier High School	STEM Program				1,500		1,500
BOE-2019-35	BOE, Montgomery Public Schools	Middle School Baseball Programs	5,000	5,000				10,000
	Total Appropriations 2/19/19		5,000	5,000	0	5,500	5,500	21,000
	APPROPRIATED BUDGET BALANCE		**40,100**	**64,500**	**72,000**	**49,500**	**53,960**	**280,060**

D Z Harris   2/19/19

Administrator   Date

9-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 2/19/19 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**0**	**69,267**	**72,500**	**32,314**	**61,000**	**118,750**	**87,125**	**440,956**
DR-C-2019-21	Have a Heart 4 Children, Inc.	Travel Expenses for the Special Olympics						1,000		1,000
DR-C-2019-22	That's My Child Youth Organization	Program Expenses			10,000	10,000			10,000	30,000
DR-C-2019-23	Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc.	Guide Right Programs			1,500					1,500
DR-C-2019-24	Nat King Cole Society, Inc.	Restore the Home of the Late Nat King Cole Located on the Campus of Alabama State University		25,000						25,000
DR-C-2019-25	Montgomery S.T.E.P. Foundation	Violence Prevention Program		10,000						10,000
DR-C-2019-26	Southern Youth Leadership Development Institute	Youth Program		12,500						12,500
DR-NC-2019-6	City of Montgomery, BONDS	Support Community Programs/Projects						1,000		1,000
	Total Appropriations 2/19/19		0	47,500	11,500	10,000	0	2,000	10,000	81,000
	APPROPRIATED BUDGET BALANCE		**0**	**21,767**	**61,000**	**22,314**	**61,000**	**116,750**	**77,125**	**359,956**

Donald Z. Mims 2/19/19

Administrator Date

AGENDA

FEB 19 2019

10-1

AGENDA

FEB 19 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: Engineering

REQUESTED BY: George Speake 02/11/19
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 2/12/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Small Tools and Minor Equipment	111-53199.214	6,010	7,577	13,587
Repair & Maint. Constr Equip.	111-53199.232	31,000	(7,577)	23,423
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 37,010	$ 0	$ 37,010

JUSTIFICATION: To realign budget for Small Tools and Minor Equipment.

I-I

POSITION FILL REQUEST- UNBUDGETED

AGENDA

FEB 19 2019

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Administrative Support Specialist

Position Number: TBD

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

Proposed Effective Date: February 11, 2019

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

JUSTIFICATION:

This request is to allocate an Administrative Support Specialist position to the Sheriff's Office. This position will combine the duties of the 911 Rural Addressing Coordinator and an Administrative Support Associate position currently allocated to the Sheriff's office. The 911 Rural Addressing Coordinator position will be abolished and the Administrative Support Associate position will be unallocated to the Sheriff's Office. The new position would be filled by a Promotional Fill Request.

Derrick Cunningham Date January 25, 2019

Department Head

FINANCIAL IMPACT:

The cost to the General Fund for replacing the Associate position with the Specialist position is approximately $3,500 annually. The 911 Rural Addressing Coordinator is paid from the 911 Fund and is currently budgeted at a cost of $52,632. This change will allow these funds to be used for other 911 activities.

Sherrill Thomas Date 1/25/2019

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

Date ____________

County Administrator

12-1

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

January 28, 2019

AGENDA
FEB 19 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer
George C. Speake 1/28/2019

SUBJECT: Promotional Salary Request for Bridge and Building Inspector Technician Position

We have selected Mr. Chad DeFoor to fill our currently vacant Building Inspector Technician Position. We respectfully request the County Commission's approval to place Mr. DeFoor in this position at Pay Grade A09-Step 4 ($55,987 per year).

Mr. DeFoor has been employed with our department for over 15 years and is presently a Civil Engineering Technician III at Pay Grade A09-Step 2 ($52,413). Since both positions are the same pay grade, approvals are required from the County Commission and the City-County Personnel Board for this action.

The Bridge and Building Inspector Technician Position will place considerably more responsibility on Mr. DeFoor. He will be accountable for all the work associated with inspection of the County's 205 bridges as mandated by the Federal Highway Administration and ALDOT, administration of the County's Flood Plain Management Program as mandated by FEMA, the County's Building Permit Program, approval of utilities placed on County right-of-way, County road access management, and also review and approval of new subdivisions and development plans. Furthermore, this position specifically requires that the candidate be an ALDOT Certified Bridge Inspector and a Certified Flood Plain Manager through FEMA, both of which involve a significant amount of specialized training and continuing education. Mr. DeFoor currently has all these required certifications and is up to date with related continuing education requirements.

Due to recent retirements and current vacancies in our department, there is sufficient funding in our present budget to cover the requested pay increase.

GCS/gcs

File

13-1

AGENDA
FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections

DEPARTMENT HEAD: Frank Brown, Board Chairman

SUPERVISOR: Frank Brown, Board Chairman

POSITION INFORMATION:

Position Title: Community Corrections Executive Director

Position Number: 300365001

Pay Grade: A-13 Pay Range: $75,153 - $112,286

Proposed Effective Date: February 25, 2019

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Frank Brown, Board Chairman Date 2-13-19
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2019
Employee Benefit Manager

Sherrill Thomas Date 2/13/2019
Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ________
County Administrator

14-1

AGENDA
FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Detention Facility Director

Position Number: 500460069 (Replace W Robinson)

Pay Grade: A12 Pay Range: $69,237 - $103,445

Proposed Effective Date: February 11, 2019

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date January 31, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/31/2019

Employee Benefit Manager

Sherrill Thomas Date 1/31/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

15-1

AGENDA

FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Corrections Officer Corporal

Position Number: 500425135 (Replace M. Stafford)

Pay Grade: PC2 Pay Range: $35,097 - $52,440

Proposed Effective Date: February 25, 2019

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date: February 4, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: 02/04/2019

Employee Benefit Manager

Sherrill Thomas — Date: 2/5/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

15-2

AGENDA
FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title: Grand Jury Coord Investigator I Exempt

Position Number: 400002003

Pay Grade: PS5 Pay Range: $61,226 - 85,444

Proposed Effective Date: February 25, 2019

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 02/08/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/12/2019

Employee Benefit Manager

Sherrill Thomas Date 2/12/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

16-1

AGENDA

FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title: Investigator II Exempt

Position Number: 400002002

Pay Grade: PS6 Pay Range: $66,709 - 99,672

Proposed Effective Date: February 25, 2019

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 02/08/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/12/2019

Employee Benefit Manager

Sherrill Thomas Date 2/12/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

16-2

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title: Investigator III Exempt

Position Number: 400002005

Pay Grade: PS6 Pay Range: $66,709 - 99,672

Proposed Effective Date: February 25, 2019

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 02/08/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/12/2019

Employee Benefit Manager

Sherrill Thomas Date 2/12/2019

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

16-3

AGENDA
FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering D1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

POSITION INFORMATION:

Position Title: County Road Equipment Operator I

Position Number: 610551019 Replacing K. Odgen

Pay Grade: S04-1 Pay Range: 26,096 - 38,992

Proposed Effective Date: February 25, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake — Date: January 31,2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: 02/01/2019

Employee Benefit Manager

Sherrill Thomas — Date: 2/4/2019

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

17-1

AGENDA

FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering District 2

DEPARTMENT HEAD: George Speake

SUPERVISOR: Ron Betts

POSITION INFORMATION:

Position Title: County Road Equipment Operator 1

Position Number: 620551019 Replacing M. Andrews

Pay Grade: S04-1 Pay Range: 26,096-38,992

Proposed Effective Date: February 25, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date January 31, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/01/2019

Employee Benefit Manager

Sherrill Thomas Date 2/4/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

17-2

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: William Flowers

POSITION INFORMATION:

Position Title: License Inspector

Position Number: 750065049

Pay Grade: A07 Pay Range: $40,664 - $60,755

Proposed Effective Date: 3/18/19

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 02/13/2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2019
Employee Benefit Manager

Sherrill Thomas Date 2/13/2019
Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______
County Administrator

18-1

AGENDA

FEB 19 2019

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 Corporal

Position Number: 550429107(replace A. Painter)

Pay Grade: PS2 Pay Range: $44,460 -$54,816

Proposed Effective Date: February 25, 2019

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/04/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/04/2019

Employee Benefit Manager

Sherrill Thomas Date 2/5/2019

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ______________

County Administrator

19-1

AGENDA
FEB 19 2019

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 - Part Time

Position Number: 550431198 (Replace F. McCracken)

Pay Grade: PS1-5 Pay Range: 18.9694/Hour

Proposed Effective Date: February 25, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date: February 5, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date: 02/05/2019

Employee Benefit Manager

Sherrill Thomas — Date: 2/6/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

19-2

AGENDA
FEB 19 2019

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: College Intern

Position Number: 550075001 (Replacement of T. Johnson)

Pay Grade: 0075 Pay Range: $7.6509/Hour

Proposed Effective Date: March 11, 2019

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: ( ) Permanent (✔) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date February 13, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2019

Employee Benefit Manager

Sherrill Thomas Date 2/13/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______

County Administrator

19-3

AGENDA

FEB 19 2019

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: College Intern

Position Number: 550075002 (Replacement of D. Clarkbanks)

Pay Grade: 0075 Pay Range: $7.6509/Hour

Proposed Effective Date: March 11, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☐) Permanent (☑) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date February 13, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2019

Employee Benefit Manager

Sherrill Thomas Date 2/13/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

19-4

AGENDA

FEB 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Tax & Audit Department

DEPARTMENT HEAD: Terri Henderson, Revenue Manager

SUPERVISOR: Courtney Oates, Revenue Compliance Officer

POSITION INFORMATION:

Position Title: Revenue Examiner CO0117

Position Number: 810117003

Pay Grade: A05 Pay Range: $32,318-$48,286

Proposed Effective Date: 02-25-2019

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Terri Henderson Date 02-12-2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2019

Employee Benefit Manager

Sherrill Thomas Date 2/13/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

20-1

AGENDA

FEB 19 2019

Montgomery County Commission
Travel / Training Request Approval
Request # 3

Date:	Feb. 12, 2019
To:	Donald L. Mims, Administrator
From:	Judge Steven L. Reed
Re:	Approval for the following travel:

Destination: Prattville, AL

Departure Date: March 3, 2019 Return Date: March 6, 2019

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Alabama Probate Judges winter conference

Traveler (s) Name:

1. Jamyla Philyaw
2. Litrishia Jones
3. Ruth Skinner
4. William Flowers
5. Steven L. Reed
6.

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

Total (est.) Cost: $4,371.20 Advance Registration Required: $2,500.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: Mileage $371.20 Meals (75X5X4) $1500.00
Registration $2,500.00

To: Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 2/19/19 reimbursement of actual and necessary expenses in the approximate amount of $4,371.20 and advance registration of $2,500.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51300.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$17,000.00
Approved Requests:	$2,200.00
Budget Available:	$14,800.00
Current Requests:	$4,371.20
Budget Balance:	$10,428.80

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 2/13/2019

cc: Finance Director / Buyer

Revised 2/8/17

21-1

AGENDA

FEB 19 2019

Montgomery County Commission
Travel / Training Request Approval
Request # 17

Date: February 11, 2019

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Approval for the following travel:

Destination: Cullman, AL

Departure Date: 03.04.2019 Return Date: 03.08.2019

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: attend SSGT Level I Instructor Course

Traveler (s) Name: 1. Stephen Wallace 4.
2. 5.
3. 6.

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

Total (est.) Cost: $1,050.00 Advance Registration Required: $550.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments:

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/19/19 reimbursement of actual and necessary expenses in the approximate amount of $1,050.00 and advance registration of $550.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$40,000.00
Approved Requests:	$12,670.00
Budget Available:	$27,330.00
Current Requests:	$1,050.00
Budget Balance:	$26,280.00

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 2/11/2019

cc: Finance Director / Buyer

Revised 2/8/17

21-2

AGENDA

FEB 19 2019

Montgomery County Commission
Travel / Training Request Approval
Request # 18

Date:	February 11, 2019
To:	Donald L. Mims, Administrator
From:	Sheriff Derrick Cunningham
Re:	Approval for the following travel:

Destination: Helena, AL

Departure Date: 05.13.2019 Return Date: 05.15.2019

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: attend ERASE Training Course

Traveler (s) Name:
1. Ben Harrison
2.
3.
4.
5.
6.

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

Total (est.) Cost: $240.00 Advance Registration Required: $0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments:

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/19/19 reimbursement of actual and necessary expenses in the approximate amount of $240.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$40,000.00
Approved Requests:	$12,670.00
Budget Available:	$27,330.00
Current Requests:	$1,290.00
Budget Balance:	$26,040.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2019

cc: Finance Director / Buyer

Revised 2/8/17

21-3

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
FEB 19 2019

Date: February 5, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Spanish Fort, Alabama
Departure Date: April 8, 2019 Return Date: April 12, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend Seminar-Personal Property Appraisal Manual

Traveler (s) Name:
1. Kahlia Bell
2. Sean Broadnax
3. Shamari Cooke
4. Chris Kervin
5.
6.

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

Total (est.) Cost: $5,672.00 Advance Registration Required: $1,200.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Mileage: $752.00 Lodging:$2,220.00 Meals: $1,500.00
Registration: $ 1,200.00
TOTAL EST. COST: $5,672.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 2/19/19 reimbursement of actual and necessary expenses in the approximate amount of $5,672.00 and advance registration of $1,200.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$30,000.00
Approved Requests:	$4,537.28
Budget Available:	$25,462.72
Current Requests:	$5,672.00
Budget Balance:	$19,790.72

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/6/2019
cc: Finance Director / Buyer

Revised 2/8/17 21-4

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA
FEB 19 2019

Date: February 5, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery AL
Departure Date: April 17, 2019 Return Date: April 19, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend Basic Mapping Seminar

Traveler (s) Name:
1. Kahlia Bell
2. Shamari Cooke
3. Chris Kervin
4.
5.
6.

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

Total (est.) Cost: $900.00 Advance Registration Required: $900.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments:
Registration: $900.00
TOTAL EST. COST: $900.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 2/19/19 reimbursement of actual and necessary expenses in the approximate amount of $900.00 and advance registration of $900.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$30,000.00
Approved Requests:	$4,537.28
Budget Available:	$25,462.72
Current Requests:	$6,572.00
Budget Balance:	$18,890.72

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/6/2019
cc: Finance Director / Buyer

21-5

Revised 2/8/17

AGENDA

FEB 19 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 9

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 2/19/19
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 2/19/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐ Agenda ✔

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Blue Gray Natl Tennis Classic	001-57201.441	0	8,000	8,000
In House Misc. Appropriations	001-59310.498	55,863	(8,000)	47,863
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 55,863	$ 0	$ 55,863

JUSTIFICATION: To budget an appropriation for the 2019 Blue Gray National Collegiate Tennis Classic to be held in Montgomery.

22-1

AGENDA

FEB 19 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 10

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 2/19/19
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 2/19/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo [ ]
Agenda [✔]

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Have a Heart 4 Children	001-56530.498	0	6,500	6,500
In House Misc. Appropriations	001-59310.498	47,863	(6,500)	41,363
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 47,863	$ 0	$ 47,863

JUSTIFICATION: To budget an appropriation to Have a Heart 4 Children for travel expenses to the Special Olympics.

22-2

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 11, 2019, at 8:45 in the morning.

Administrator

Chairman