

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JUNE 17, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:06 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.

Administrator Mims noted that Sheriff Derrick Cunningham has requested that the Commission carryover the Proposal from Questia Corps LLC for Stepping Up Innovator County Data Analysis Support, which was on the agenda.

DISCUSSION BY THE COMMISSION

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

PRESENTATION BY DIRECTOR OF CLINICAL SERVICES PERRI SPEIGNER AND ASSOCIATE VICE PRESIDENT OF OPERATIONS LEDRICK CRENSHAW WITH CAREHERE, LLC

Director of Clinical Services Perri Speigner and Associate Vice President of Operations Ledrick Crenshaw with CareHere, LLC, briefed the Commission regarding the 2018 Annual Report for Montgomery County.

PRESENTATION BY JUVENILE DETENTION DIRECTOR BRANDI ALEXANDER

Juvenile Detention Director Brandi Alexander informed the Commission that she would be reissuing a Request for Proposal (RFP) concerning Detainee Medical Services Program and change 24 hours service to 12 hours. The Commission agreed for the Request for Proposal to be issued with this change.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that Montgomery was awarded the 2019 Smart Cities Readiness Challenge Grant in April 2019. He noted that the Readiness Workshop would be held in Montgomery for community participation on August 20, 2019.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission on status of road resurfacing projects currently underway as follows:

- Snowdown Chambers Road - waiting on approval of construction contract by ALDOT
- Alabama River Parkway - resurfacing work should begin after July 4th holiday
- Lower Wetumpka Road- major items of work have been completed
- Various County Road Resurfacing- resurfacing work should begin after July 4th holiday
- Vaughn Road - nearing completion; final layer of asphalt should be completed soon

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. Ms. Hawk informed the Commission that the Administration is looking at a new proposal to streamline the agenda and minutes, including audio and video taping. Ms. Hawk introduced Carli Culpepper and stated that she was hired through the Student Apprenticeship Program for the Public Affairs office.

PRESENTATION BY MINORITY BUSINESS INITIATIVE CONSULTANTS HENRY ZEIGLER AND CARMEN MOORE-ZEIGLER

Minority Business Initiative Consultants Henry Zeigler and Carmen Moore-Zeigler briefed the Commission regarding the Small Minority Business Initiative Final Report.

Ms. Moore-Zeigler presented a renewal of the Memorandum of Agreement with The Moore-Zeigler Group, LLC, to provide contract services concerning the Montgomery County Commission's Minority and Women-Owned Business Initiative. Commissioner Singleton recommended changing the Agreement to a one-year term, beginning July 1, 2019 through June 30, 2020. After discussion, the Commission agreed to place this item on the next agenda with this change.

PRESENTATION BY DIRECTOR OF ELECTIONS DARRYL PARKER

Director of Elections Darryl Parker presented a resolution approving realignment of polling locations in House District 74 Special General Election within City of Montgomery municipal election precinct polling boundaries by the Montgomery County Commission.

Vice Chairman Walker inquired as to whether there would be a press release regarding consolidated precincts for the election. Mr. Parker responded that the Mayor's Office and the Probate Judge's Office will do television and radio ads. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR DONNA LESLIE WITH THE MONTGOMERY AREA MENTAL HEALTH AUTHORITY

Executive Director Donna Leslie with the Montgomery Area Mental Health Authority updated the Commission regarding the organization.

PRESENTATION BY VICE PRESIDENT SANDRA L. EDWARDS WITH PENS UP! GUNS DOWN

Vice President Sandra L. Edwards with Pens UP! Guns Down briefed the Commission regarding the program and requested \$25,000 for the "Academics, Arts & Athletics" Camp. Chairman Dean and Commissioners Sankey appropriated \$2,000 from each of their designated revenue accounts for operations.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Vice Chairman Walker.

The Pledge of Allegiance was led by Commissioner Sankey.

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

COMMENTS BY ATTENDEES

Mr. Nelson Smith, Board President of Renaissance, Inc, said good morning and thanked the Commissioners for the opportunity to speak. Mr. Smith stated that Commissioner Singleton informed him that Renaissance, Inc., will receive funding from the Commission, and he thanked Commissioner Walker and all the Commissioners.

Vice Chairman Walker said it was sweet of Mr. Smith to thank her for her appropriation, which she gave gladly, and said her colleagues also donated very generously to Renaissance, Inc.

Bishop Jimmy Lee Sawyer, Pastor of Mathew Church of God, said good morning to the Commissioners. He said he liked what he heard in the Information Session regarding minority contracts. Bishop Sawyer stated that during the 1960s under President Nixon he benefitted from a minority initiative. He gave examples of how contractors could help less fortunate contractors and minorities by sub-contracting work to them. Bishop Sawyer said the same can be done in Alabama. He gave examples of how small, minority sub-contractors helped build homes and subdivision for low income families under a bond with general contractors.

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of June 3, 2019. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Vice Chairman Walker made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Harris 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

JOINT PUBLIC CHARITY HOSPITAL BOARD – APPROVED BOARD MEMBER APPOINTMENTS

Commissioner Singleton made a motion to approve Board Member Appointments of Dr. Albert Holloway, Dr. James Armstrong and Ms. Mary B. Weilder as members of the Joint Public Charity Hospital Board. Dr. Holloway's term will expire October 5, 2020 and Dr. Armstrong's and Ms. Weilder's terms will expire October 5, 2021. The Commission also approved the appointment of Mr. Robert H. Steindorff to the board to fill the position vacated by Ms. Lynn Beshear for a term ending October 5, 2020. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Board Members' Appointment Page, and Letter, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED CONTINUATION OF PREVIOUS GRANT WITH ADECA, FOR THE VIOLENCE AGAINST WOMEN PROSECUTION UNIT PROJECT AND RESOLUTION OF APPLICANT FOR MATCHING FUNDS

Vice Chairman Walker made a motion to approve the Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project and Resolution of Applicant for Matching Funds. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Attachments, Agenda Pages 2-1 through 2-37, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED GRANT AWARD FOR THE FY2019
WEATHERIZATION ASSISTANCE PROGRAM (DOE 028-19)

Commissioner Singleton made a motion to approve the Grant Award for the FY2019 Weatherization Assistance Program (DOE 028-19). The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letters, Agreement and Attachments, Agenda Pages 3-1 through 3-26, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO CARRY OVER THE PROPOSAL FROM
QUESTIA CORPS LLC FOR STEPPING UP INNOVATOR COUNTY DATA ANALYSIS
SUPPORT

Commissioner Harris made a motion to approve to carry over the Proposal from Questia Corps LLC for Stepping Up Innovator County Data Analysis Support. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Flyer, Proposal and Email, Agenda Pages 4-1 through 4-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 2 TO CONTRACT
WITH HOLLEY-HENLEY BUILDERS, INC., FOR RENOVATIONS OF JAIL I

Vice Chairman Walker made a motion to approve Change Order Number 2 to Contract with Holley-Henley Builders, Inc., for Renovations of Jail I. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Letters, and Documents, Agenda Pages 5-1 through 5-20, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SCOPE OF WORK FOR DOWNTOWN
ENVIRONMENTAL ALLIANCE (DEA) AUTHORIZATION 5, FINAL INSTITUTIONAL
CONTROLS PLAN, REMEDIAL ACTION REPORT, AND EPA DELISTING FOR THE
DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT

Commissioner Singleton made a motion to approve Scope of Work for Downtown Environmental Alliance (DEA) Authorization 5, Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for the Downtown Environmental Assessment Project. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Attachments, Agenda Pages 6-1 through 6-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF INVOICE FROM BALL, BALL,
MATTHEWS & NOVAK, P.A., FOR SERVICES RENDERED REGARDING PROJECT
AGREEMENT WITH C. HAGER AND SONS HINGE MANUFACTURING CO

Vice Chairman Walker made a motion to approve Payment of Invoice from Ball, Ball, Matthews & Novak, P.A., for Services Rendered regarding Project Agreement with C. Hager and Sons Hinge Manufacturing Co. Commissioner Harris seconded the Motion. Chairman Dean, Vice Chairman Walker, Commissioners Harris and Singleton voted in favor of the motion.

Commissioner Sankey abstained from the vote and the motion carried. (Copies of Memoranda, Invoice and Classified Ad, Agenda Pages 7-1 through 7-11, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to agencies 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 to Agencies Reprogramming Requests. The motion was seconded by Commissioner Sankey 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 to education 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 Sankey made a motion to approve the Miscellaneous Appropriations to Education 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 from designated revenue 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 Sankey made a motion to approve the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Singleton 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 NUMBERS 10 AND 11

Commissioner Singleton made a motion to approve Budget Change Request Numbers 10 and 11, Engineering Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

GIS & CADASTRAL MAPPING DEPARTMENT – APPROVED ALLOCATION OF A MAPPER AND RELATED POSITION FILL REQUEST AND REMOVE ALLOCATION OF A MAPPING TECHNICIAN

Commissioner Harris made a motion to approve the Allocation of a Mapper and Related Position Fill Request and Remove Allocation of a Mapping Technician. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request and Memorandum, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Corrections Officer Corporal, Position Number 500425091
2. Stores Clerk I, Position Number 500018191
3. Administrative Support Associate, Position Number 500013085

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 13-1 through 13-3, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Legal Support Assistant, Position Number 408020001

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

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff, Position Number 550431031

Commissioner Harris 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 15-1, is attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. Revenue Examiner, Position Number 810117004

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|---------------------------|
| 1. Information Systems | Request Number 3 |
| 2. Sheriff's Office | Request Numbers 41 and 42 |
| 3. Detention Facility | Request Number 5 |
| 4. Engineering Department | Request Number 17 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 17-1 through 17 -5, are attached to these Minutes.)

WAIVE RULES

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

PROBATE JUDGE'S OFFICE (ELECTIONS) – ADOPTED RESOLUTION APPROVING REALIGNMENT OF POLLING LOCATIONS IN HOUSE DISTRICT 74 SPECIAL GENERAL ELECTION WITHIN CITY OF MONTGOMERY MUNICIPAL ELECTION PRECINCT POLLING BOUNDARIES BY THE MONTGOMERY COUNTY COMMISSION

Commissioner Harris made a motion to adopt the Resolution Approving Realignment of Polling Locations in House District 74 Special General Election within City of Montgomery Municipal Election Precinct Polling Boundaries by the Montgomery County Commission. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Letter, Resolution and Attachment, Agenda Pages 18-1 through 18-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton thanked Mr. Nelson Smith for the great work he is doing at Renascence. He said when inmates are released from prison, they only get a bus ticket, ten dollars cash and the clothes on their back. He said many of the inmates don't have any place to go and Renascence provides the former inmates a safe place to live. Commissioner Singleton also said the success rate of Renascence is very good. Commissioner Singleton then reminded

everyone about Sheriff Cunningham's Annual Youth Fishing Rodeo on Saturday, June 22, 2019, from 6:00 a.m. to 12:00 noon at the Montgomery County Ponds, Highway 231 South.

Commissioner Sankey said good morning to everyone and welcomed the summer student workers who are fortunate enough to be a part of the summer job program. He said the students were working with some good folks and that they might be taking over soon.

Vice Chairman Walker asked the student interns to introduce themselves. Carli Culpepper, a Montgomery resident, introduced herself and said she attends Mississippi College studying Public Relations. She stated she is working with Public Relation Manager Hannah Hawk.

Kenneth Dunson introduced himself and said he is originally from Dallas, Texas and is attending the University of Alabama. He stated he is working in the District Attorney's Office through an internship with Congresswomen Terri Swell. Vice Chairman Walker stated that she was thrilled to have them working at the County.

Commissioner Harris said good morning and welcome everyone to the County Commission Meeting and told everyone to have a great week.

Chairman Dean stated that he wanted to ask everyone to pray for him because today would be the last time the audience would see him as a single man because he will be getting married Friday, June 21, 2019.

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims presented a Resolution authorizing an additional expense allowance of five hundred dollars per month for each member of the Montgomery County Commission, effective July 1, 2019. The Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution authorizing Friday, July 5, 2019, as a holiday for Montgomery County Employees. The Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Contract with Borden Morris and Garner for upgrades and repairs at the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Harrison and Associates, LLC regarding a one (1) year extension, beginning September 1, 2019 and ending August 31, 2020, and a 5% price increase for landscape

maintenance at the Montgomery Industrial Park, Contract Number 51901-18B-024. The Commission agreed to place this item on the next agenda.

Administrator Mims requested to recognize and deny a Claim regarding Regina Thomas. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from ACT Tutorial Sponsor Denise Martin with Park Crossing High School requesting funding for the ACT Tutorial Program. No action was taken by the Commission.

Administrator Mims presented the revised Minutes of the Regular County Commission Meeting of May 20, 2019.

Administrator Mims presented a letter from the Alabama Department of Revenue regarding nomination of persons for consideration as members of the County Board of Equalization, which is due August 15, 2019. He noted that Commissioner Harris has requested that Bishop Dr. Hubert Dixon be considered as an appointee. Administrator Mims explained that Mr. Johnny Baker could not serve on the Board of Equalization because he serves on the Montgomery City-County Personnel Board. He asked that the Commission review the statutory limitations from the Alabama Department of Revenue regarding appointees to the Board. The Commission agreed to discuss this item at the next meeting.

Administrator Mims noted that members of the Montgomery County Board of Human Resources, whose terms expire in September 2019, would like to be reappointed. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented an Appraisal Report from Valbridge Property Advisors for county-owned property located at 514 Herron Street, valued at \$126,000. He also provided a letter from the Family Sunshine Center requesting the County Commission consider donating the Herron Street Property to FSC. Administrator Mims presented a letter from Oasis, Inc., requesting to purchase the Herron Street property for \$5,000. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented the FY2020 Budget Calendar.

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

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

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

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

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to discuss a commerce and real estate matter. Commissioner Harris made a motion to go into the Executive Session. The motion was seconded by Vice Chairman Walker and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five Commissioners were present and that the Commission would adjourn the Commission meeting following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Ellen G. McNair and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 19-1 and 19-2, are attached to these Minutes).

RECESS TO INFORMATION SESSION

Commissioner Harris made a motion to recess the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on June 17, 2019, at 10:42 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-31-19

Check Number	To	Check Number
286614		286637
Total Checks Paid		\$116,940.02

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-31-19

Check Number	To	Check Number
286638		286695
Total Checks Paid		\$113,367.54

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

JUN 17 2019

6-17-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-7-19

Check Number	To	Check Number
286696		286737
Total Checks Paid		\$198,468.20

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

6-17-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-7-19

Check Number	To	Check Number
286738		286817
Total Checks Paid		\$311,805.69

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED

6/7/19

Payroll Check Number	132313	To	Payroll Check Number	132369	\$	46,599.25
Direct Deposits					\$	884,341.39
Payroll Check Number	132370	To	Payroll Check Number	132386	\$	50,403.79
Direct Deposits					\$	607,293.46
Federal Deposits					\$	302,894.58
Total Payroll Paid					\$	1,891,532.47

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

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

JUN 17 2019

June 13, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointments to the Joint Public Charity Hospital Board

The Montgomery County Commission, at its meeting on June 3, 2019, agreed to place on the next agenda the reappointments of Dr. Albert Holloway, Dr. James Armstrong and Ms. Mary B. Weidler as members of the Joint Public Charity Hospital Board. Dr. Holloway's new term will expire October 5, 2020 and Dr. Armstrong and Ms. Weidler's new terms will expire October 5, 2021.

The Commission also agreed to appoint Mr. Robert H. Steindorff to the board to fill the position vacated by Ms. Lynn Beshear, for a term ending October 5, 2020.

I am requesting approval of these appointments.

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

1-1

Joint Public Charity Hospital Board

Members:

Term Expires:

Tommie Ellis
643 Sullivans Trace
Montgomery, AL. 36105
Phone: 322-0292

10/5/2019

Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Cell: 296-1441
Work: 265-2700
Home: 271-1678

10/5/2019

* Dr. Albert Holloway, Chairman
687 Timberlane Road
Pike Road, AL 36064
Phone: 288-0009

10/5/2017

* Lynn Beshear
Envision2020
600 S Court Street
Montgomery, Alabama 36106
Work: 269-0224
Cell: 462-0220

10/5/2017

* Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2018

* Dr. James Armstrong
2107 Allendale Road
Montgomery AL 36111
334-224-0468

10/5/2018

Richard Burleson (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years



STATE OF ALABAMA

DEPARTMENT OF PUBLIC HEALTH

SCOTT HARRIS, M.D. • STATE HEALTH OFFICER

EAST CENTRAL DISTRICT

May 22, 2019

Donald L. Mims
Montgomery County Administrator
101 S. Lawrence Street
Montgomery, AL 36102

Dear Mr. Mims:

Per our recent conversations and in accordance with Act Numbers 55-298 and 57-677 regarding the membership of the Joint Public Charity Hospital Board (JPCHB), I am writing to request an appointment and multiple reappointments as follows:

- Mr. Robert H. Steindorff of Pike Road (resume attached) is willing to be appointed to fill the position vacated by Dr. Lynn Beshear.
- Dr. Albert Holloway, Dr. James Armstrong, and Ms. Mary B. Weidler are all willing to be reappointed for another term.

If these appointments are acceptable and approved, all members of the JPCHB will be in place as defined in the aforementioned Acts. I am willing and shall continue to serve in my permanent role pursuant to my duties as the East Central District Administrator for the Alabama Department of Public Health, including Montgomery County and the Montgomery County Health Department. Tommie Ellis and Henry A. Frazier continue to serve until their current terms expire October 5th of this year.

If you have any questions at all, please call me at 334-293-6477.

Sincerely,

Richard Burleson, MBA, MPH
East Central District Administrator

Attachments

3060 Mobile Highway
Montgomery, Alabama 36108
Phone. 334-293-6400 / Fax. 334-293-6402



www.mc-ala.org/da

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



(334)832-2550

AGENDA

JUN 17 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: June 12, 2019

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date is January 1, 2020. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, June 17.

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

attachment

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

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

1. Applicant Name Montgomery County Commission Address 101 S. Lawrence St. Montgomery, AL 36104 P.O.Box 1667 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail	3. Authorizing Official Name Elton N. Dean, Sr. Title Chairman, Montgomery County Commission Address 101 S. Lawrence St. PO Box 1667 Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail eltondean@mc-ala.org
2. Implementing Agency Name Montgomery County District Attorney's Office Phone # (334) 832-2550	5. Financial Officer Name Sherrill R. Thomas Address 101 S. Lawrence St. Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org
4. Project Director Name Rhonda B. Cape Address 100 S. Lawrence St. Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org	7. Program Under Which Application is Made Violence Against Women Act (VAWA)
6. Current Grants Number: 18-WF-PR-006 Number: Number: Number:	8. Active membership in any Statewide associations or coalitions? AL District Attorneys Assoc, AL State Bar Assoc, District Attorney Investigator Assoc, VOCAL, AL Coalition Against Domestic Violence, AL Coalition Against Sexual Violence, One Place Family Justice Center, Office of Prosecution Services
9. Name of the Project (Brief Descriptive Title) <i>Montgomery County Violence Against Women Prosecution Unit</i>	10. Total Grant Funds Requested \$131,441.68
12. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No	11. FEIN: 63-6001653 13. DUNS Number: 99839086
15. Federal Congressional Districts Served:	14. Sam.gov Registration Expiration Date: 11/14/2019
16. Organization Type (Check one which applies) ☐ State Agency ☒ Local Government ☐ Other Government Entity ☐ Public College or University ☐ Private College or University ☐ Public Not-for-Profit Agency ☐ Private Not-for-Profit Agency ☐ Private For-Profit Company ☐ Private Individual	
17. Project Summary: (Suitable for a news release pertaining to this project) More than one grant continue on next page The Montgomery County Violence Against Women Prosecution Unit of the Montgomery County District Attorney's Office provides vertical prosecution and victim services advocacy of cases involving violence against women including domestic violence, sexual assault, stalking, and human trafficking. It provides education and training to members of the law enforcement community and other victims service agencies. It also promotes domestic violence awareness in the community at large.	

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Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

Grant Application – General Application Narrative

1. The District Attorney Violence Against Women Prosecution Unit (VAWPU) provides specialized prosecution for female victims, who are 16 years and older, who are victims of domestic violence, sexual assault, stalking, human trafficking, and other violent crimes committed in Montgomery County, Alabama. This specialized prosecution helps victims follow through with the prosecution of their offenders and ensures that offenders are held accountable for their actions. The VAWPU seeks to ensure coordination between the District Attorney's Office, law enforcement and other agencies to successfully prosecute the offenses and hold perpetrators of violence against women accountable for their actions. We work to ensure victims receive all the tools and assistance they need for both their immediate and long-term safety. It is crucial that victims know about and have access to the best services available, including comprehensive victim advocacy and cross-referrals to other services. This helps ensure victim's safety and well-being throughout the prosecution process and beyond.
 - a. The primary purpose of the Violence Against Women Prosecution Unit (VAWPU) is to provide a designated Deputy District Attorney (DDA) and a Victims Service Officer (VSO) to prosecute cases that involve violence against women. The DDA represents women in court, status hearing, preliminary hearing, grand jury proceedings, trial, and any other hearings that may be set. The DDA and VSO communicate with victims about their cases, informing them of court dates, discussing their cases and their specific needs, and referring them to other appropriate service providers depending on their individual needs. The DDA and VSO keep in contact with victims through phone calls, text, and one-on-one meetings that happen in the office, or even outside the office. The DDA and VSO ensure the victim is informed every step of the process.
 - b. The VAWPU collaborates with other agencies to ensure victims receive all needed services, such as: counseling services, safe house information, shelter information, support, and other outreach or prevention information.
 - c. The VAWPU engages in numerous community outreach and education programs throughout the year. This involves speaking to the media with the goal of further educating the public about domestic violence, sexual assault, human trafficking, and other violent crimes against women.
2. The target service area is Montgomery County, Alabama. Montgomery County has an estimated population of 229,378 and is a mix of urban and rural areas. The City of Montgomery has an estimated population of 205,501 and is home to eight colleges and universities. Women make up 52.8 % of Montgomery County's population and about 21% of the people in the county live under the poverty level. In 2018, the Montgomery Police Department fielded 7,613 calls regarding domestic violence incidents. In 2018, the Montgomery County Sheriff's

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

completed 202 domestic violence reports. These numbers show the there is a continuing need for the specialized prosecution offered by the VAWPU.

- a. The VAWPU provides prosecution and education information to female victims of violent felonies in Circuit Court that occur in Montgomery County. The VAWPU also provides these services to female victims of misdemeanor domestic violence occurring within Montgomery County in District Court and misdemeanor crimes of violence occurring within the municipality of the City of Montgomery, which are transferred to District Court through a special program called TARGET.
3. Achievements from the last grant cycle include:
- a. In 2018, the VAWPU prosecuted 774 misdemeanor level violence against women cases.
 - b. In 2018, The VAWPU prosecuted 668 felony level violence against women cases.
 - c. Services provided through prior STOP grant funding included dedicated prosecution in six Circuit Courts by a trained and dedicated DDA of violence against women felonies. STOP grant funding allowed the DDA to prosecute misdemeanor crimes of violence against women. Additionally, STOP grant funding provided a dedicated Victims Service Officer (VSO). The VSO regularly communicated with the victims about their cases, attended court hearing with the victims, and assisted in helping victims get the needed referral services, before and even after trial has concluded.
 - d. The VAWPU participated in various community outreach and educational opportunities:
 - i. The VAWPU DDA and VSO attended monthly Domestic Violence task force meetings.
 - ii. The VAWPU DDA and VSO participated in the multiagency domestic violence homicide reviews as part of the High Alert Lethality Team (HALT).
 - iii. The DDA was the presenter for a Pastoral Training – “Ministering in the Church to Victims of Domestic Violence” and the VSO worked the registration table. The VSO participated in the “Take Back the Night” program with S.T.A.R. held at Frazier Church. The DDA attended the Victim’s Compensation Fund Training and attended Sex Trafficking Training. The VSO participated in “National Night Out.” The DDA and VSO were a part of a panel at a symposium on Domestic Violence and Human Trafficking held at the Macedonia Worship Center.
 - e. Utilizing an evidence-based prosecution style:
 - i. The VAWPU uses additional evidence aside from victim testimony. Often, 911 calls, photographs, jail phone calls, text messages,

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

phone call logs, videos, social media messages, and eyewitness and law enforcement testimony are used. Evidence is typically collected by law enforcement and requested by the DDA and VSO to enhance prosecution of violence against women offenders.

4. The VAWPU collaborates with other service providers, law enforcement, and other agencies within the criminal justice system to provide serves to women who are victims of violent crimes.
 - a. The VAWPU seeks to provide comprehensive services to victims, which will increase their likelihood of following through with prosecution. The VAWPU works with the One Place Family Justice Center and its multiple on-site partners including the Montgomery Police Department's Domestic Violence Unit, the Family Sunshine Center, Legal Services Alabama, the Faulkner University Family Violence Clinic, Standing Together Against Rape (STAR) program, SART/SANE, a Montgomery city magistrate, and Willow (the facility victim support dog), as well as several offsite partners. The VAWPU utilizes the services to ensure that victims receive services for both immediate needs, such as short-term housing, and for long-term needs, such as counseling and permanent protection from abuse orders. This holistic approach not only ensures that victims receive these crucial services but helps service providers (including the VAWPU) keep current contact information for victims to better communicate with them about their cases and ensures that victims are not falling through the cracks. This collaboration also provides enhanced security for victims, so that they can receive as many services at one time, and usually in one secure facility.
 - b. DDA Dennis is the current co-chair of the Montgomery County Domestic Violence Task Force. The Task Force meets monthly. The Task Force is comprised of representatives from more than a dozen agencies and service providers within the County, and surrounding counties. The Task Force meets monthly to discuss issues related to domestic violence and strives to complete at least one task or training each month to combat domestic violence in the community. The VSO from previous grants attended and participated in the meetings as well.

The Montgomery County District Attorney plans to ensure the long-term sustainability of the VAWPU by committing the resources of a legal assistant, a Victims Service Officer, materials, and office space to help the VAWPU accomplish its mission of holistic prosecution and zealous victim advocacy. The District Attorney's Office recognizes the sensitive nature of crimes involving violence against women. It is apparent that maintain a specialized and trained DDA for these cases is crucial for continued successful prosecution of these cases.

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

1. The proposed goals and objectives are:
 - a. To improve the criminal justice system as it concerns the prosecution of violence against women.
 - i. By providing specialized vertical prosecution for cases involving domestic violence, stalking, sexual assault, and human trafficking.
 - ii. Lack of victim cooperation is one of the biggest hurdles in the prosecution of domestic violence cases. Through the specialized prosecution, of providing a vertical DDA and VSO, contact is made with victims earlier and more frequently. This allows the DDA to maintain open communication victims and therefore decreases the number of cases dismissed for failure to prosecute by the victim.
 - iii. By assessing the needs of each individual victim and directing/helping them contact additional service providers that will help victims maintain financial independence from their abusers and receive necessary counseling to prevent reconciliation with their abusers.
 - iv. The DDA will seek to raise bonds against violence against women offenders, as well as file motions to revoke bonds and/or probation against offenders as appropriate. This will help victims be and feel safe after coming forward to report crimes.
 - v. The DDA and other office staff members, including the VSO, will attempt to contact each victim, discuss their respective cases and guide victims through the process to seek the best possible resolution, and discuss additional service providers with each victim.
 - vi. The DDA will consult and work with other service providers and/or attend trainings to remain knowledgeable about the most current victim services information.
 - vii. The DDA will meet with and train law enforcement about applicable laws to ensure that defendants are properly charged. The DDA will also be on call for law enforcement to consult.
 - b. To change public attitudes concerning violence against women.
 - i. The DDA will provide training, public speaking, public service announcements, or other forms of outreach communication to help change the public's biases concerning violence against women, concerning what domestic violence, sexual assault, and human trafficking is, and to educate the public on resources available to victims.
 - ii. The DDA and/or VSO will participate in at least four speaking engagements and/or media appearances on these topics in order

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

- to better educate the public about these issues, the law, and services available.
- iii. The DDA and/or VSO will participate in awareness events throughout the year to promote domestic violence education and awareness.
- c. To establish a community-based response concerning violence against women.
- i. By actively participating in task forces, community groups, and promoting law reform.
 - ii. The DDA will continue to serve as co-chair of the Montgomery County Domestic Violence Task Force in order to maintain relationships with all involved agencies. The DDA will be involved in the Alabama Human Trafficking Task Force to cultivate relationships with both local and federal agencies. The DDA will be involved in the Sexual Violence Prevention Task Force to partner with the Family Sunshine Center to stand against sexual assault and assist in identifying and implementing community-based outreach and prevention education opportunities within the service area.
2. The services rendered will be prosecution and related services to female victims, sixteen years old or older, of violent crime. This will include frequent communication with victims throughout the prosecution process, informing victims of their rights, and placing them in direct contact with other service providers for their individual needs.
3. The specific tasks and activities that grant funded staff will conduct during this project:
- a. Providing vertical prosecution of violence against women crimes and associated victim services by
 - i. Representing victims at preliminary hearings, grand jury proceedings, status hearings, sentencing hearings, as well as trial.
 - ii. Communicating with victims in advance of court hearings, either by telephone, face to face meetings, text message, or email, depending on the individual needs of the victim.
 - iii. Attempting to contact victims within a week upon receiving a case from law enforcement in 95% of cases.
 - iv. Maintaining consistent communication and an open-door policy with victims, conducting specific victim preparation meetings prior to any hearings or proceedings so that the victim knows what to expect.
 - b. Public Outreach and Education
 - i. Speaking to students at local colleges and schools, and other groups through various public avenues regarding violence against

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

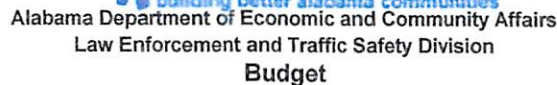
women, how to recognize these crimes, how to report the crimes, what the law is, and what victim services are available to victims and their family members. Assist in events with the Task Force and other agencies to bring awareness to area organizations about dealing with domestic violence and resources available for use to get victims the help and counseling they need. Help host programs at the Family Justice Center (FJC) open to the public to discuss domestic violence in the Montgomery community and have survivors share their stories.

- ii. The DDA will attend training conferences to fulfill CLE requirements and to learn information that can be helpful in the successful prosecution of violence against women cases.
- iii. Grant funding will be used to purchase educational materials and outreach items for the general public to increase awareness of domestic violence and what services the VAWPU provides. Items to be purchased may include but not limited to radio and/or television commercials, billboards, retractable banners, a variety of promotional and educational items (such as pocket cards with important #'s, hand fans, cups, bags, pens, etc.) for handouts, posters and brochures.
- c. Community based response.
 - i. Provide training seminars to local law enforcement agencies on the law, investigation and prosecution, and advocacy in relation to domestic violence, stalking, sexual assault, and human trafficking cases. Provide information to local agencies in the community that help victims of domestic violence, stalking, sexual assault, and human trafficking cases.
 - ii. Facilitate coordination between law enforcement agencies and victim services agencies.
- 4. There are many long-term benefits to successful completion of this project. One major outcome will be greater consistency and continuity in prosecution and advocacy of violence against women cases, as well as increased victim trust in the criminal justice system. This will ultimately reduce recidivism and increase victim participation in prosecution while helping to reduce the number of violent crimes against women.
 - a. A safer community for women.
 - i. Increased successful prosecution of violence against women offenders keeps these offenders off the streets and reduced recidivism.
 - ii. Successful prosecutions send the message that violence against women will not be tolerated. This may lead to a decrease in the

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

occurrences of these crimes if offenders know that they will be arrested, taken to court, and could possibly face incarceration.

- b. A more educated community.
 - c. Giving victims the education and tools needed to leave their abusers and break the chain of abuse by learning how to identify and avoid abusive relationships will lead to a decrease in violent crimes against women.
5. The project will be tracked and evaluated through statistical data regarding the prosecution and community outreach efforts.
- a. The number of collaborative meetings attended, the number of court hearings and victim meetings attended will be tallied monthly and quarterly. This will measure the success of the proposed project.
 - b. The DDA will use several recording tools including, but not limited to, Microsoft Excel and Word, monthly reporting and quarterly reporting templates.
 - c. With help, the DDA will collect and maintain the statistical data.
 - d. The statistical data will be collected each month in preparation for a quarterly grant report. The data will be collected by tabulating the number of court hearings, victim preparation meetings in advance of grand jury and court proceedings, and the number of task force meetings the DDA attends, as well as the number of public speaking engagements, and any other task that meets the objectives of this project.
6. Volunteers collaborate with the VAWPU in a variety of ways.
- a. When available, the VAWPU utilizes law students as unpaid interns during the summers or for a semester of class credit. These interns assist with court preparation, legal research, and victim meetings.
 - b. The VAWPU works with Willow, the Courthouse Facility Dog, and her handler, to provide comfort for victims during court preparation, grand jury proceedings, and court hearing.



Subgrantee:	Montgomery County Commission		
Subgrantee #:			
Funding Period:	1/1/2020	through	12/31/2020
	Beginning Date		End Date

Salaries:	\$ 104,420.16
Total Fringe:	\$ 45,835.41
Total Personnel:	\$ 150,255.57
Total Professional Services:	\$ -
Total Travel Expenses:	\$ 5,000.00
Total Operating Expenses:	\$ 20,000.00

Total In-Kind Services:	\$	-
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Total Project Cost: \$ 175,255.57

ADECA/LETS Share:	75.00%	\$ 131,441.68
Cash Match:	25.00%	\$ 43,813.89
In-Kind Match:	0.00%	\$ -
(VOCA Only) Match Waiver:	0.00%	\$ 0.01
Total Match:	25.00%	\$ 43,813.90
Net Project:	100.00%	\$ 175,255.57

Updated: 6/10/2019

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Attachment 1A (Personnel)

Continuation Sheet for Budget

Program Name: VAWA

Grant Number:

(VOCA Only) Purpose Area:

A. Personnel-Salaries: *(List each individual with salary information & provide more detail in budget narrative)*

Category Totals

[illegible]

To Add More See Attachment 1B (Personnel):

Salaries Total:	\$ 104,420.16
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Personnel-Fringe Benefits (Show Computations & provide more detail in budget narrative)

FICA (Enter Amount Subject to FICA)	\$ 104,420.16		7.650%	\$ 7,988.14
SUI (First \$8,000 paid in a Calendar Year)	\$ -			\$ -
Workmans Comp	\$ -			\$ -
Health Insurance (DDA)	\$ 930.00	12	100.00%	\$ 11,160.00
Health Insurance (VSO)	\$ 930.00	12	100.00%	\$ 11,160.00
Retirement (DDA)	\$ 69,420.00	1	14.87%	\$ 10,322.75
Retirement (VSO)	\$ 35,000.16	1	14.87%	\$ 5,204.52
				\$ -
				\$ -

Fringe Benefits Total: \$ 45,835.41

Total Personnel Expenditures:

\$ 150,255.57

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

Program: VAWA

PERSONNEL – Salaries:

1. Marianalyn Dennis, Deputy District Attorney (DDA) – 100%, \$69,420.00 annual, paid semi-monthly, Full-Time

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

This position is tied to the goals/objectives #1, 2, 3 and 4, and the project tracking in #5 that are described within the VAWA Appendix. This position will also work with legal support, victim service officers, volunteers and law students as appropriate, as described in #5.

2. Victims Service Officer (VSO), To Be Determined – 100%, \$35,000.16 annual, paid semi-monthly, Full-Time

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

This position is tied to the goals/objectives #1, 2, 3 and 4, and the project tracking in #5 that are described within the VAWA Appendix. This position will also work with the DDA, legal support, other victims service officers, volunteers and law students as appropriate, as described in #5.

PERSONNEL – Fringe:

FICA is calculated at 7.65% of gross salaries (\$7,988.14). Retirement is calculated at 14.87% for two Tier II employees (\$15,527.27). Health Insurance is calculated at \$930 per month for twelve months for two employees (\$22,320.00).

Professional Services: N/A

Grant Application:
Budget Narrative Section

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(Add Additional Pages as Necessary)

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

Travel Expenses: Travel to training conferences is requested for the DDA. The conferences (2 maximum) are to be determined and not to exceed \$5,000.00 in total costs.

The travel expenses are tied to the goals/objectives/tasks in #1 and 3.

Operating Expenses: \$2,000.00 is requested for general office supplies as allowed by the grant guidelines.

Funding of \$18,000.00 is requested for items to promote Domestic Violence education and awareness. Projected items included are:

Educational/promotional items for distribution to the public such as pocket cards & magnets with important numbers, hand fans, cups, bags, pens, lip balm, banners, etc.	\$9,000
Domestic violence awareness and/or Educational billboards/radio/television commercials	\$8,000
VAWA brochures and posters	\$1,000

The VAWA DDA and other members of the DA Office participates in multiple speaking engagements and awareness events throughout the year where these items would be utilized.

This funding request is tied to the goals/objectives in #1, 3, 4 and the project tracking #5.

Equipment Expenses: N/A

Total Project Cost: \$175,385.07

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

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

Grant Application – Budget Narrative Section

The pay periods and associated pay dates are as follows:

<u>Pay Period</u>	<u>Pay Date</u>
January 1 – 15, 2020	January 31, 2020
January 16 – 31, 2020	February 14, 2020
February 1 – 15, 2020	February 28, 2020
February 16 – 29, 2020	March 16, 2020
March 1 – 15, 2020	April 1, 2020
March 16 – 31, 2020	April 16, 2020
April 1 – 15, 2020	May 1, 2020
April 16 – 30, 2020	May 15, 2020
May 1 – 15, 2020	June 1, 2020
May 16 – 31, 2020	June 16, 2020
June 1 – 15, 2020	July 1, 2020
June 16 – 30, 2020	July 16, 2020
July 1 – 15, 2020	July 31, 2020
July 16 – 31, 2020	August 14, 2020
August 1 – 15, 2020	September 1, 2020
August 16 – 31, 2020	September 16, 2020
September 1 – 15, 2020	October 1, 2020
September 16 – 30, 2020	October 16, 2020
October 1 – 15, 2020	October 30, 2020
October 16 – 31, 2020	November 16, 2020
November 1 – 15, 2020	December 1, 2020
November 16 – 30, 2020	December 16, 2020
December 1 – 15, 2020	December 31, 2020
December 16 – 31, 2020	January 15, 2021

Budget Prepared By:

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

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

Rhonda B Cape 6/10/19
Signature Date

Sherrill R Thomas 6/12/19
Signature Date

Grant Application:
Budget Narrative Section

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(Add Additional Pages as Necessary)

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

SUBRECIPIENT NAME: Montgomery County Commission

Program(s): Violence Against Women Act (VAWA)

AGREEMENT NO:

DUNS NO. 99839086

Signature Sherrill R Thomas

FEIN NO.: 63-6001653

Typed Name Sherrill R. Thomas

Title Financial Officer

Signature Rhonda B Cape

Typed Name Rhonda B. Cape

Title Project Director

The Subrecipient hereby certifies that the above persons are authorized to sign reports or requests for payments and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Subgrant awards should always be signed by the Authorizing Official. In the event the Authorizing Official is unavailable, the Subrecipient hereby certifies that the above persons are authorized to sign the subgrant award in his/her absence. Any one of the three signatures on this certification may be accepted. By signing below, the Authorizing Official further certifies that the above persons are authorized to sign documents in accordance with the Subrecipient's internal policies and procedures, including, but not limited to, any applicable bylaws or board approvals.

Authorizing Official: Elton N. Dean, Sr.

OFFICIAL SEAL
(if available)

Authorizing Official (Signature)

101 S. Lawrence St., Montgomery, AL 36104
Address

June 17, 2019
Date

MAILING ADDRESS for general information:

MAILING ADDRESS for CHECKS
(if different from general mail)

101 South Lawrence St.
Montgomery, AL 36104

Phone NO. (334) 832-1259



State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form

Montgomery County Commission

Address

101 S. Lawrence St.

City, State, Zip

Montgomery, AL 36104

Telephone Number

334 832-1259

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

Alabama Department of Economic and Community Affairs

Address

401 Adams Avenue / P.O. Box 5690

City, State, Zip

Montgomery, AL 36103-5690

Telephone Number

334-242-5897

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☒

Grant Proposal

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

☐

Yes

☒

No

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

State Agency / Department	Type of Good or Service	Amount Received
---------------------------	-------------------------	-----------------

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

☒

Yes

☐

No

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

State Agency / Department	Date Grant Awarded	Amount Received
ADECA (VAWA)	18-WF-PR-006, 02/07/2019	\$91,563.00
ADECA (VAWA)	17-WF-PR-006, 10/03/2017	\$90,000.00
ADECA (VAWA)	16-WF-PR-006, 12/06/2016	\$90,000.00

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

Name of Public Official/Employee	Address	State Department/Agency
----------------------------------	---------	-------------------------

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

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

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

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

Name of Paid Consultant/Lobbyist	Address
----------------------------------	---------

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

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

Resolution of Applicant for Matching Funds

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

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

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

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

Adopted this the 17th day of June, 2019

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

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of June 17, 2019, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the 17th day of June, 2019

(Name)

County Administrator

(Title)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copies of all required audits must be submitted to:

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

And an additional copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ADECA
Law Enforcement and Traffic Safety
401 Adams Avenue
Montgomery, Alabama 36103-5690

GRANT APPLICATION
Division Standard Subgrant Conditions
and Assurances
Page 9 of 9

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

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

Signature of Authorized Official

Date

Revised May 23, 2017

2-27

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

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

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

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

Elton N. Dean, Sr., Chairman

(Type or Print Name and Title of Authorized Representative)

June 17, 2019

(Signature of Authorized Representative)

Date

Montgomery County Commission

(Name of Organization)

101 S. Lawrence St., Montgomery, AL 36104

(Address of Organization)

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Certification Regarding Lobbying

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

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

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

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

Signature of Authorized Official

Chairman, Montgomery County Commission

Title

June 17, 2019

Date

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

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

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

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

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

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

Montgomery County Commission

Organization Name

Elton N. Dean, Sr., Chairman

Name and Title of Authorizing Representative

Applicant or Grant Number

June 17, 2019

Signature

Date

2-30

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

Financial Questionnaire

Section I. General Information

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

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

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

Section II. Accounting System

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

Financial Questionnaire (continued)

Subgrantee: Montgomery County Commission
Subgrant Number : _____

Section III. Fund Control

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

Section IV. Additional Information

☒ Yes ☐ No Did an independent certified public accountant (CPA) ever examine the financial statements?

1. Date of the last audit August, 2018
2. Dates covered by the last audit From 10/01/2016 to 09/30/2017
3. Date of the next audit August 2019
4. Dates covered by the next audit From 10/01/2017 to 09/30/2018

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

Section V. Applicant Certification

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

Sherrill R. Thomas
Signature

6/12/19
Date

Finance Director
Title



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

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

(A) In general

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

(B) Nondisclosure

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

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

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

(C) Release

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

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

(D) Information sharing

(i) Grantees and subgrantees may share—

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

(ii) In no circumstances may—

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

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

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

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

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

	June 17, 2019
Signature of Authorized Representative	Date Signed

Montgomery County Commission
Agency Name

INTERAGENCY CONSULTATION AGREEMENT

This agreement between the agencies below is entered into on this 17th day of June, 2019, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

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

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

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

BY: _____
(Signature)

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

Montgomery County Commission
(Subgrantee Agency Name)

BY: _____
(Signature)

Kaye Harris, Executive Director
(Print Name & Title)

One Place Family Justice Center
(Victim Service Agency Name)

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

AGENDA

JUN 17 2019

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
Executive Director

DATE: May 29, 2019

RE: FY2019 Weatherization Assistance Program (DOE 028-19)

Alabama Department of Economic and Community Affairs (ADECA) has notified our offices that the Department of Energy (DOE) Weatherization Assistance Program contract is forthcoming. The award amount to Montgomery County is \$153,658 under the Weatherization Assistance Program (DOE 028-19). This award is for 28 houses to be weatherized within Montgomery County under this program.

Reminder, this program's primary goal is to provide assistance to low and moderate-income households to improve the energy efficiency of their homes.

CARPDC is requesting this item be place on a June commission agenda. The action to be undertaken is to accept the grant award and authorizing the Chairman to sign the grant agreements.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

May 28, 2019

The Honorable Elton N. Dean, Sr., Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Agreement Number: DOE-028-19
Grant Amount: \$153,658.00

I am pleased to notify you that I have approved the above-referenced subgrant, which will provide funding from the Weatherization Assistance Program funds to weatherize homes in your service area.

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 Weatherization Assistance Program of ADECA if you have any questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI/KWB/men

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

May 28, 2019

The Honorable Elton N. Dean, Sr., Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Number: DOE-028-19

I am pleased to inform you that your agency has been approved for **\$153,658.00** from the State of Alabama's Program Year 2019 Weatherization Assistance Program funds to weatherize homes in your service area.

Enclosed are two copies of the above-referenced subgrant agreement. Please sign and witness both copies. Return one copy to the Alabama Department of Economic and Community Affairs, Energy Division, and retain one copy for your project file.

In addition, a State of Alabama Disclosure Statement, Signature of Certification form for authorized signatures, and a Certification of Compliance with the Beason-Hammon Act form are enclosed. A copy of the E-Verify Program for Employment Verification Memorandum of Understanding must also be submitted. Please complete these forms, keep copies for your records, and return the originals with your subgrant agreement.

Please contact Ms. Brenda Mock at (334) 353-5951 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kenneth W. Boswell".

Kenneth W. Boswell
Director

KWB/TW/ks
Enclosures

cc: Mr. Greg Clark, Executive Director

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

**SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM**

**Grant Agreement No.: DOE-028-19
Grant Amount: \$153,658.00**

THIS AGREEMENT is entered into as of April 1, 2019, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of seventeen (17) typewritten pages and two (2) attachments, as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient DUNS number: 099839086

Federal Award Identification Number ("FAIN"): DE-EE0007902

Federal Award Date: March 28, 2019

Subaward Period of Performance Start and End Date: April 1, 2019 – March 31, 2020

Amount of Federal Funds obligated by this action to the Subrecipient: \$153,658.00

Total amount of Federal Funds obligated to the Subrecipient: \$153,658.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$153,658.00

Federal Award project description: Weatherization Assistance Program

Name of Federal awarding agency: U.S. Department of Energy

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

Contact information for awarding official: Kenneth W. Boswell, Director, 334.242.8672

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program (WAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **\$153,658.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget, itemizing allowable expenditures, is attached and hereby made a part of this Agreement.

3. DURATION: The Subrecipient shall commence performance of this Agreement on April 1, 2019, and shall complete performance to the satisfaction of the Department not later than March 31, 2020.
4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the U.S. Department of Energy (DOE) is specifically implementing in 2 CFR Part 910. Subrecipients of DOE grants must adhere to 2 CFR 910 and all of its subparts, including, but not limited to, Subpart B (2 CFR 910.120), General Provisions; Subpart D (2 CFR 910.350), Post Federal Award Regulations; Subpart E (2 CFR 910.401), Cost Principles; Subpart F (2 CFR 910.500), 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.

5. 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 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.

6. 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.

7. **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 Executive Order 11246 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 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.
 - 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 (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 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.

8. COPELAND "ANTI-KICKBACK" ACT: 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 the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

9. **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.
10. **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.
11. **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.
12. **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.*
13. **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 901). 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 Subcontractor 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 Subcontractor for work to be performed under this Agreement.

14. **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 to the non-Federal Award.
15. **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 program 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.

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

16. **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.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **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.fsr.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.

19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. **PERFORMANCE OF WORK IN UNITED STATES:** All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Subrecipient should make every effort to purchase supplies and equipment within the United States. The Subrecipient must flow down this requirement to its contractors/subrecipients.
22. **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.
23. **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.
24. **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.
25. **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 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.

26. **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, agency, or any other person.

27. **ACCESS TO RECORDS:** The Director of the Department, 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 Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.
28. **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.
29. **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 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.

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 Agreement.

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

32. **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 program 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.

33. **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.
34. **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.

35. **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.
36. **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.

By signing this Agreement, 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.

37. **AMENDMENTS:** The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.
38. **ATTACHMENTS:** The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2019	1
B: Budget Sheet	April 1, 2019	1

39. **METHOD OF PAYMENT:**

- A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

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 the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

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

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient may not draw down more than 25% of available funds as an initial advance. The amount requested must correlate with expected thirty (30) day expenditures.
- D. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty days the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.
- E. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- F. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- G. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- H. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and

authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

- (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.
 - (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.
- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.
- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for

negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the program year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 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 retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 2 CFR Part 910, "DOE Rules of Financial Assistance." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as

the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

The Subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award:

Acknowledgment: "The information, data, or work presented herein was funded in part by the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under Award Number DE-EE0007902."

Disclaimer: "The information, data, or work presented herein was funded in part by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

- (1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are

required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

(2) A balancing test must be used in applying Exemption (b)(6) in order to determine:

- (A) whether a significant privacy interest would be invaded;
- (B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
- (C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

(3) A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

(4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic

Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: <http://www.nps.gov/nr/shpolist.htm>

THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to DOE funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. Subrecipients should be aware that the DOE Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with DOE funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: DOE-028-19

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2019

1. The Subrecipient shall weatherize a minimum of 28 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	28

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: DOE-028-19

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	\$8,231.00		\$8,231.00
PROGRAM OPERATIONS	\$105,987.00		\$105,987.00
HEALTH AND SAFETY	\$27,440.00		\$27,440.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$5,000.00		\$5,000.00
FINANCIAL AUDIT	\$7,000.00		\$7,000.00

GRAND TOTAL: \$153,658.00

O. Use of Program Income

If the Subrecipient earns program income during the project period as a result of this Award, the Subrecipient must add the program income to the funds committed to the Award and use it to further eligible project objectives.

P. Intellectual Property Provision

Intellectual property rights are subject to 2 CFR 200.315 or 910.362.

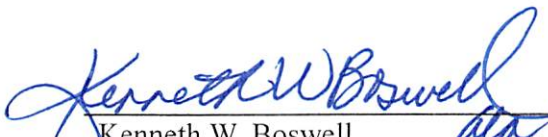
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic &
Community Affairs**

Department

Montgomery County Commission

Subrecipient

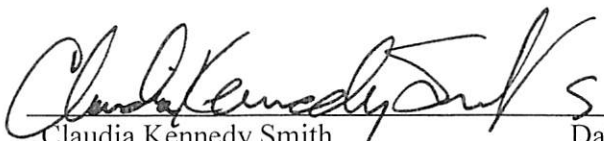

Kenneth W. Boswell
Director

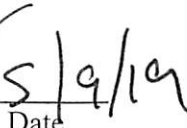

Date


Authorized Official for Subrecipient

Date

This 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


Date

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. DOE 028-19

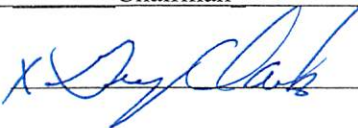
Signature: _____

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X 

Typed Name: Greg Clark

Title: Executive Director

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

OFFICIAL SEAL

(if available)

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

X

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date X

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM	Montgomery County Commission		
ADDRESS	PO Box 1667		
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER	(334) 832-1210
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD			
ADECA-ED			
ADDRESS			
401 Adams Avenue, PO Box 5690			
CITY, STATE, ZIP	Montgomery, AL 36103-5690	TELEPHONE NUMBER	(334) 262-5365

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

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

☐ Yes ☒ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
N/A		

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

☐ Yes ☒ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

- | NAME OF
FAMILY MEMBER | ADDRESS | NAME OF PUBLIC OFFICIAL/
PUBLIC EMPLOYEE | STATE DEPARTMENT/
AGENCY WHERE EMPLOYED |
|--------------------------|---------|---|--|
| N/A | | | |
| | | | |
| | | | |

N/A

N/A

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

3-25

State of Alabama)
County of Montgomery)

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

DATE: May 29, 2019

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

Weatherization Assistance Program – Grant No. DOE 028-19 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

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

1. The undersigned holds the position of Chairman 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.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and 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, the 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. The 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 29 day of May 2019.

Montgomery County Commission

By: X Name of Contractor/Grantee/Recipient

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this 29 day of May 2019.

WITNESS: X

Printed Name of Witness

3-26

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

JUN 17 2019

June 13, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims **DLM**
County Administrator

SUBJECT: Proposal from Questia Corps LLC regarding Stepping Up Innovator County

The Montgomery County Commission, at its meeting on June 3, 2019, agreed to place on the next agenda a proposal from Questia Corps LLC for Stepping Up Innovator County Data Analysis Support.

I am requesting approval of this proposal.

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



A national initiative to reduce the number of people with mental illness in jail that recognizes real change will come at the state and local level.

Opportunity: Innovator County

- In 2015, Montgomery County Commission passed the Stepping Up resolution
- In 2016, Montgomery County was invited through a highly selective process to attend the first Stepping Up Summit in Washington, DC
- Also in 2016, Montgomery County Sheriff's Office was awarded a Justice and Mental Health Collaboration Program (JMHCP) grant (Stepping Up was a factor)
- In 2017, Montgomery County was invited to attend the SAMHSA Best Practices Implementation Academy for Reducing the Number of Mentally Ill Who Go to Jail (only 14 counties invited nationwide) and invited to follow-up at NACo conference
- **Now: Montgomery can become an Innovator County because it:**
 1. Has established a shared definition of SMI for its Stepping Up efforts that is used throughout local criminal justice and behavioral health systems;
 2. Uses a validated mental health screening tool (Brief Jail Mental Health Screen) on every person booked into the jail and refers people who screen positive for symptoms of SMI to a follow-up clinical assessment by a licensed mental health professional; and
 3. Records clinical assessment results and regularly reports on this population.

There are only 11 Innovator Counties nationwide right now:

Berks County, PA	Johnson County, KS
Calaveras County, CA	Lubbock County, TX
Champaign County, IL	Miami-Dade County, FL
Douglas County, KS	Pacific County, WA
Franklin County, OH	Polk County, IA
Hennepin County, MN	

(<https://stepuptogether.org/innovator-counties>)

To take advantage of this opportunity, Montgomery County will need to commit resources towards data collection, analysis, and reporting beyond the JMHCP grant (funding ends 9/30/2019).

4-2



PROPOSAL TO MONTGOMERY COUNTY FOR STEPPING UP INNOVATOR COUNTY DATA ANALYSIS SUPPORT

June 3, 2019

PROPOSAL

Questia Corps LLC submits this proposal for data analysis, reporting, and sustainability planning in support of Montgomery County's status as a Stepping Up Innovator County

Linnea M. Conely, CEO

(334) 590-6164

linnea.conely@questiacorps.com

www.questiacorps.com

QUESTIA CORPS LLC PROPOSAL FOR STEPPING UP INNOVATOR COUNTY DATA ANALYSIS SUPPORT

June 3, 2019

OVERVIEW

1. Project Background and Description

Through its financial support to Envision 2020, Montgomery County helped to fund Envision's Healthy Minds Network (HMN) collective impact initiative to increase access to quality mental healthcare for everyone in Montgomery County. As part of the HMN initiative, Montgomery County signed on to the national Stepping Up (to reduce the number of mentally ill who go to jail) initiative, passing the Stepping Up resolution in 2015. Envision also managed Montgomery's Stepping Up initiative. Due to the success of the Healthy Minds Network and Stepping Up, Envision's Executive Director, Lynn Beshear was appointed to serve as Alabama's Commissioner of Mental Health in 2017. Consequently, Envision 2020 was dissolved and no other entity has been identified to continue its work in support of Stepping Up.

Montgomery County has now been offered the opportunity to become a Stepping Up Innovator County based on the past work led by Envision. An Innovator County is a county that has not only passed the Stepping Up resolution but also meets the following three data collection/reporting criteria:

1. Establish a shared definition of SMI for your Stepping Up efforts that is used throughout local criminal justice and behavioral health systems;
2. Use a validated mental health screening tool on every person booked into the jail and refer people who screen positive for symptoms of SMI to a follow-up clinical assessment by a licensed mental health professional; and
3. Record clinical assessment results and regularly report on this population.

(<https://stepuptogether.org/innovator-counties>)

Questia Corps LLC was under contract with Envision 2020 to provide data analysis and program management support services for HMN and Stepping Up, and recognizes the County's need for continued quality data analysis and reporting. Questia Corps proposes to continue serving as a liaison to the national Stepping Up initiative on behalf of Montgomery County (a role it played under contract with Envision) and continue the current data collection and analysis support it provides in support of the County Sheriff's Office's Justice and Mental Health Collaboration Program grant whose funding will end September 30, 2019. Questia Corps will also assist the County with developing a sustainability plan for how it will continue to support Stepping Up in the future through collaborate agreements with appropriate community organizations. This proposal is considered valid for a period of two months from today's date (June 3, 2019).

2. Project Scope

Questia Corps proposes a project period of nine months that begins as the Sheriff's Office grant funding ends in October 2019 and continues through June 2020. This time frame should allow for standardization of data collection and analysis processes in alignment with Innovator County status, as well as the development of a Stepping Up Community of Practice composed of members of County government and community organizations who will continue to support Montgomery County as a Stepping Up Innovator County into the future.

3. Deliverables and Assumptions

The Questia Corps solution will provide the following:

- Monthly status updates to the Montgomery County Commission:
 - Written updates submitted monthly
 - Oral updates at County Commission meetings approximately once per quarter during the project period (suggested dates: December 2019, March 2020, June 2020)
- Coordination of Montgomery County's Stepping Up initiative
 - Questia Corps will
 - Serve as Montgomery County's point of contact to the National Stepping Up initiative, handling all requests for information
 - Represent Montgomery County on Stepping Up calls, making presentations as requested, as well as ensuring other members of County government, the Commission, and relevant community organizations are made aware of their opportunities to participate in Stepping Up calls and events
 - Manage the Stepping Up Montgomery Facebook page (www.facebook.com/steppingupmgm) and promote the initiative's activities through frequent posts
 - Ensure that relevant data is communicated to all stakeholders in support of Stepping Up's four goals and six questions community leaders need to ask
 - Inform County leadership of all opportunities for funding and technical assistance related to Stepping Up, especially those unique to Innovator Counties
- Reconvene some of the previous members of the Healthy Minds Network whose interests align with Stepping Up into a vibrant Community of Practice (Assumption: This Community of Practice will form some sort of formalized agreement defining the scope of their collaboration in support of Montgomery County's Stepping Up Innovator County status):
 - Questia Corps will
 - Convene current stakeholders and provide meeting planning and facilitation services (for a maximum of three face-to-face or conference call meetings at a location provided by one of the organizations present at the meeting, plus three "pre-meeting" and three "post-meeting" emails to all invitees/participants.
 - Prepare and present relevant data to members during these meetings
 - Facilitate meetings in a manner that builds trust among members and increases their data-driven decision-making skills

- Build an online repository of relevant documents and resources for the Community of Practice (such as, but not limited to, meeting agendas and minutes, data reports, grant opportunities, and case studies)
- Facilitate an MOU or other formalized agreement among stakeholders (this includes sample language and discussion time during meetings; however, it is the responsibility of each member organization to get approval and signatures needed for the document to take effect).

4. Project Timeline

Upon a signed contract, work will begin immediately. It is anticipated that this work will begin on October 1, 2019 and end on June 30, 2020.

5. Summary of Deliverables and Cost

The cost for this project has been determined based on an estimate of the hours required to produce each deliverable at the federally approved hourly consulting rate of \$81.25 used with federal grantees. The total hours estimated are 184 with a total cost of \$14,950. The following table summarizes each deliverable and its estimated hours and cost.

Deliverable	Activities	Approximate Hours	Total Cost @ \$81.25/hr
Status Updates to the County Commission to include both progress and opportunities	9 written updates 3 oral updates at County Commission meetings	9 hours (1 per month)	\$731.25
Data collection, analysis, and reporting required of Innovator Counties	1. Establish a shared definition of SMI for your Stepping Up efforts that is used throughout local criminal justice and behavioral health systems 2. Use a validated mental health screening tool on every person booked into the jail and refer people who screen positive for symptoms of SMI to a follow-up clinical assessment by a licensed mental health professional 3. Record clinical assessment results and regularly report on this population.	135 hours (15 per month)	\$10,968.75

Deliverable	Activities	Approximate Hours	Total Cost @ \$81.25/hr
Management and Coordination of Montgomery County's Stepping Up initiative with status as an Innovator County	Serve as Montgomery County's point of contact during the transition period Ensure adequate representation from Montgomery during calls, meetings, and presentations hosted by Stepping Up Manage the Montgomery County Stepping Up Facebook page	27 hours (3 per month)	\$2,193.75
Facilitation of former members of the Healthy Minds Network initiative into a Community of Practice in order to promote the sustainability of Montgomery's Stepping Up Innovator County status	Convene stakeholders for a maximum of three meetings Assist with development of MOU to define collaboration required for ongoing support of Stepping Up by community organizations Build online knowledge repository	13 hours	\$1,056.25
Total		184	\$14,950

BIO

Linnea M. Conely, CEO

Linnea Conely is the founder and CEO of Questia Corps, LLC, a social impact consulting group that specializes in strategy, communication, and evaluation for social change. From 2013-2017, Linnea served as the lead coordinator of the River Region Healthy Minds Network, a Collective Impact initiative focused on increasing access to quality mental healthcare. Prior to forming Questia Corps, she worked with community groups as a senior consultant at Auburn University at Montgomery, and began her career as an Instructional Designer at IBM, serving clients such as GE, Cisco, AT&T, and the U.S. Census Bureau. Linnea's skills include strategic planning, data-driven storytelling, building communities of practice, community indicator development, and civic engagement.

Linnea holds a Master of Regional Planning in City and Regional Planning from Cornell University, a Master of Education in Instructional Technology from Kent State University, and a Master of Liberal Arts in English from Auburn Montgomery. She also holds a graduate certificate in Adult Education from Auburn University and is currently in its Ph.D. program in Adult Education.

Summary of Stepping Up, Data Driven Justice, and Post-Incarceration Case Management (PICM) Conferences and Presentations

- **National Stepping Up Summit (April 2016) in Washington, D.C.**
 - Linnea Conely (Team Lead)
 - Captain Gayle Atchison, Montgomery County Sheriff's Office, Division Commander for the Legal Services Division
 - Paul Brown, Executive Director, Montgomery County Community Corrections
 - Senator Clyde Chambliss, Alabama District 30
 - Pamela Esposito, Nursing Director, Crossbridge Behavioral Health
 - Commissioner Dan Harris, Vice Chairman of the Montgomery County Commission
 - Commissioner Carnell McAlpine, Lowndes County Commission
 - Henry Parker, Executive Director, Montgomery Area Mental Health Authority
 - Commissioner Stephanie Daniels Smoke, Elmore County Commission
- **Data Driven Justice Convening at the White House (June 2016) in Washington, D.C.**
 - Linnea Conely (Team Lead)
 - Sheriff Derrick Cunningham, Montgomery County
- **Association of County Commissions of Alabama (December 2016) in Montgomery, AL**
 - Linnea Conely (Presenter) "Healthy Minds Network/Stepping Up"

- **Data Driven Justice Convening (January 2017) in Salt Lake City, UT**
 - Linnea Conely (Montgomery County representative)
- **SAMHSA Best Practices Implementation Academy for Reducing the Number of Mentally Ill Who Go to Jail (June 2017) in Washington, D.C.**
 - Linnea Conely (Team Lead)
 - Judge Pamela Higgins, Presiding District Judge for the 15th Judicial Circuit in Montgomery
 - Dr. Chris Hope, Psychiatrist, Grayson and Associates/Crossbridge Behavioral Health
 - Aylia McKee, Director Montgomery County Public Defenders Office
- **Stepping Up Rural Counties Network Call (June 2017)**
 - Linnea Conely (Presenter) "How is the Alabama River Region Stepping Up?"
- **National Association of Counties Annual Conference/Stepping Up Summit (July 2017) in Columbus, OH**
 - Linnea Conely (Team Lead)
 - Paul Brown, Executive Director, Montgomery County Community Corrections
 - Pam Hall, Chief Operating Officer, Montgomery Area Mental Health Authority
- **Alabama Department of Mental Health Peer Review: Post-Incarceration Case Management (PICM) Program (September 2017) in Montgomery, AL**
 - Linnea Conely (Presenter) "Community Benefits"
 - Henry Parker, Executive Director, Montgomery Area Mental Health Authority
 - Paul Brown, Executive Director, Montgomery County Community Corrections
 - PICM Case Manager and Consumer Panel
- **48th Annual Alabama County Government Institute (June 2018) in Prattville, AL**
 - Linnea Conely (Moderator and Panelist) "Stepping Up": National Initiative to Reduce the Number of People with Mental Illnesses

Tammy Nix

From: Linnea Conely <linnea.conely@questiacorps.com>
Sent: Monday, May 27, 2019 2:43 PM
To: Donald Mims
Subject: Info for Commissioners' packets for June 3 meeting
Attachments: Stepping Up Innovator County Fact Sheet.docx; QC Proposal to Montgomery County for Stepping Up Innovator County Management Services_6-3-2019.docx

Good afternoon,

Please find the info regarding Stepping Up Innovator Counties for the Commissioners' packets attached. There is a one page fact sheet about Innovator Counties and a proposal for services. Let me know if you have any questions. I will be there on June 3 at Aldersgate, ready to speak at 5:30 PM. Thank you.



Linnea Haren Conely
CEO
334.590.6164
www.questiacorps.com

A'a i ka hula, waiho i ka maka'u i ka hale – (Dare to dance, leave shame at home.)

JUN 17 2019

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Jail 1 Repairs and Renovations-Change Order Request 2

The scope of work for the above project does not include the replacement of any lights with new LED fixtures because the replacement was planned as part of ongoing maintenance in the coming years, on a floor-by-floor basis. The project **does** include the removal and replacement of the tables and benches in the day rooms, which are permanently attached to the floor.

Lighting in the dayrooms is located above the tables, and the replacement of that lighting requires a lift. It is recommended that the lighting in the six dayrooms and two hallways be replaced with LED lighting in conjunction with the replacement of the tables to avoid removal and reinstallation of the tables and multiple rental chargers for a lift in future years. In addition, there will be cost savings associated with the LED lights. The added cost is \$56,526.16.

The original construction budget for this project, as estimated for purposes of the bond issue, was \$4,000,000. The contract bid award, after Deductive Change Order 1, was \$3,577,661. An increase of \$56,526.16 keeps the project within the budgeted amount.

I request that approval of Change Order 2 to the contract with Holley-Henley Builders, Inc., in the amount of \$56,526.16 be placed on the next agenda, subject to the approval of the County Attorney.



ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

Saturday, June 1, 2019

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Detention Facility - Building #1
Renovations for the Montgomery County Commission
PH&J No: 1712-GV

Florence,

I have received Holley-Henley's proposal (#5) to replace the Type "A" light fixtures in the dayroom areas and Hall/Security Vestibules with new LED type fixtures on the Second Floor. This proposal does not include the Type "B" fixtures located in the inmate cells and the trustee dorm areas.

We have reviewed the proposal and find it to be in line and a fair and reasonable amount for the work requested. I have attached the contractor's proposal for your review and consideration. It is our recommendation to accept Holley-Henley's proposal in the amount of \$56,526.16. The existing owner's allowance on has \$14,460.00 remaining, which will require additional funding be approved by the Commission and a change order be issued to cover the amount for this work. The existing allowance money needs to remain available to cover the anticipated expense to replace and add additional water valves in the kitchen for better water control. We stand ready to prepare the change order for this work at your direction.

If you agree with information provide, please let me know so I can direct Holley-Henley to proceed with the work and get his lights on order.

If you have any additional question, please call.

Thank-you as always,

Patrick T. Addison, Architect

CC: Donnie Mims, Derrick Cunningham, Tammy Nix, Theresa LeGrady, Lamar Allen, Sherrill Thomas, Jim Hagan



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Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

June 12, 2019

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

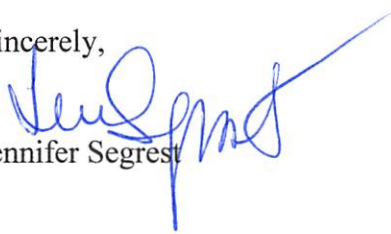
RE: Renovations to Montgomery County Detention Facility Building 1 for
Montgomery County Commission PH&J Project # 1712GV

Dear Mr. Mims:

Enclosed please find four (4) copies of the **Change Order #2** on the above referenced project for your review and Chairman Dean's signature.

Once the documents have been signed, please keep two originals for your records and return two originals to our office to my attention for further processing.

Sincerely,


Jennifer Segrest

Enclosures
Cc - file

AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 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: 002 Date: June 7, 2019
OWNER: <i>(Name and address)</i> Montgomery County Commission PO Box 1667 Montgomery, AL 36102	ARCHITECT: <i>(Name and address)</i> PH&J Architects, Inc. 807 S. McDonough Street Montgomery, AL 36104	CONTRACTOR: <i>(Name and address)</i> 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.)

ADD: Replace the existing type A light fixtures in all second floor dayrooms and security vestibules.....\$56,526.16

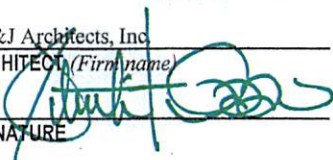
TOTAL \$56,526.16

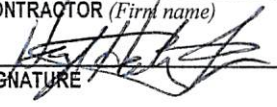
The original Contract Sum was	\$ 4,919,808.00
The net change by previously authorized Change Orders	\$ -1,342,147.00
The Contract Sum prior to this Change Order was	\$ 3,577,661.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 56,526.16
The new Contract Sum including this Change Order will be	\$ 3,634,187.16

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.
 ARCHITECT *(Firm name)*

 SIGNATURE
 Patrick Addison, Vice President
 PRINTED NAME AND TITLE
 06-07-2019
 DATE

Holley-Henley Builders, Inc.
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Hoyt Henley, Vice President
 PRINTED NAME AND TITLE
 06-11-2019
 DATE

Montgomery County Commission
 OWNER *(Firm name)*

 SIGNATURE
 Elton Dean, Chairman
 PRINTED NAME AND TITLE
 DATE

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 User Notes: (3B9ADA55)

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5-4

CHANGE ORDER NUMBER TWO SUMMARY SHEET
Montgomery County Jail Renovations

PH&J #1712-GV

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
A	5	Replace the Existing Type A Light Fixtures in all Second Floor Dayrooms and Security Vestibules	\$56,526.16	0
TOTALS			\$56,526.16	0

RFP = Request for Proposal Number

Back-Up

ITEM A

PH&J architects
INCORPORATED
ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
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Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

Saturday, June 1, 2019

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Detention Facility - Building #1
Renovations for the Montgomery County Commission
PH&J No: 1712-GV

Florence,

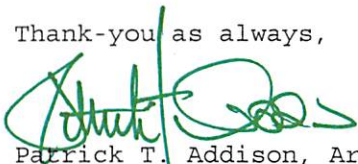
I have received Holley-Henley's proposal (#5) to replace the Type "A" light fixtures in the dayroom areas and Hall/Security Vestibules with new LED type fixtures on the Second Floor. This proposal does not include the Type "B" fixtures located in the inmate cells and the trustee dorm areas.

We have reviewed the proposal and find it to be in line and a fair and reasonable amount for the work requested. I have attached the contractor's proposal for your review and consideration. It is our recommendation to accept Holley-Henley's proposal in the amount of \$56,526.16. The existing owner's allowance on has \$14,460.00 remaining, which will require additional funding be approved by the Commission and a change order be issued to cover the amount for this work. The existing allowance money needs to remain available to cover the anticipated expense to replace and add additional water valves in the kitchen for better water control. We stand ready to prepare the change order for this work at your direction.

If you agree with information provide, please let me know so I can direct Holley-Henley to proceed with the work and get his lights on order.

If you have any additional question, please call.

Thank-you as always,



Patrick T. Addison, Architect

CC: Donnie Mims, Derrick Cunningham, Tammy Nix, Theresa LeGrady, Lamar Allen, Sherrill Thomas, Jim Hagan

PH&J architects
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Harrell G. Gandy, AIA

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Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

Friday, June 7, 2019

Hoyt Henley
Holley-Henley Builders, Inc. General Contractor
438-A Twain Curve
Montgomery, Alabama 36117

Re: Montgomery County Detention Facility - Building #1
Renovations for the Montgomery County Commission
PH&J No: 1712-GV

Hoyt,

I have reviewed the pricing associated with your proposal - RFP#5 for replacing the Type "A" light fixtures in each of the Second Floor Dayrooms and Security Vestibules and find the pricing to be fair and reasonable for the work requested. I have reviewed this pricing with Florence Cauthen and Lamar Allen, and they have taken it to the Commission for consideration and funding. This work in the amount of \$56,526.16 has been accepted and approved by the Commission. The Commission has requested a change order be prepared for this expenditure associated with your project. A change order (#2) will be prepared and forwarded on to you for signatures.

Please proceed with the work as soon as possible.

Thank-you as always,



Patrick T. Addison, Architect

CC: Donnie Mims, Florence Cauthen, Tammy Nix, Theresa LeGrady,
Lamar Allen, Sherrill Thomas, Jim Hagan

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Jail 1 Repairs and Renovations-Change Order Request 2

The scope of work for the above project does not include the replacement of any lights with new LED fixtures because the replacement was planned as part of ongoing maintenance in the coming years, on a floor-by-floor basis. The project **does** include the removal and replacement of the tables and benches in the day rooms, which are permanently attached to the floor.

Lighting in the dayrooms is located above the tables, and the replacement of that lighting requires a lift. It is recommended that the lighting in the six dayrooms and two hallways be replaced with LED lighting in conjunction with the replacement of the tables to avoid removal and reinstallation of the tables and multiple rental chargers for a lift in future years. In addition, there will be cost savings associated with the LED lights. The added cost is \$56,526.16.

The original construction budget for this project, as estimated for purposes of the bond issue, was \$4,000,000. The contract bid award, after Deductive Change Order 1, was \$3,577,661. An increase of \$56,526.16 keeps the project within the budgeted amount.

I request that approval of Change Order 2 to the contract with Holley-Henley Builders, Inc., in the amount of \$56,526.16 be placed on the next agenda, subject to the approval of the County Attorney.

Patrick Addison

From: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Sent: Friday, June 7, 2019 8:59 AM
To: Patrick Addison; Tammy Nix
Cc: Donald Mims; Lamar Allen
Subject: RE: Commission Approval for new Dayroom Lighting on Second Floor
Attachments: Jail 1-Change Order 2.doc

Patrick,

The Commission agreed to place the change order on the next agenda. Attached is the memo I submitted to make the request. When I talked to you yesterday, I was asking that you send the change order so that it could be signed at the meeting on the 17th. I apologize for any confusion.

Florence

From: Patrick Addison <paddison@phjarch.com>
Sent: Friday, June 7, 2019 7:50 AM
To: Tammy Nix <TammyNix@mc-ala.org>
Cc: Donald Mims <DonaldMims@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; Lamar Allen <LamarAllen@mc-ala.org>
Subject: Commission Approval for new Dayroom Lighting on Second Floor
Importance: High

Tammy,

Florence called me yesterday and to tell me that Commission approved the Sheriff's request to replace the "Type A" light fixtures in the dayrooms of the jail on the Second Floor.

Can you please send me written confirmation from the Commission Meeting documenting the request and approval, so I can add this item to the Change Order for the project adding these LED "Type A" light fixtures to the project and so I can direct the contractor to proceed.

Thank-you, Patrick

Patrick Addison, Architect
PH&J Architects, Inc.
807 South McDonough Street
Montgomery Alabama
334-265-8781
paddison@phjarch.com



PH&J architects
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Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

Wednesday, May 22, 2019

Mrs. Florence Cauthen, Deputy Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Detention Facility - Building #1
Renovations for the Montgomery County Commission
PH&J No: 1712-GV

Florence,

I have received Holley-Henley's proposal (#5) to replace the Type "A" light fixtures in the dayroom areas and Hall/Security Vestibules with new LED type fixtures on the Second Floor. This proposal does not include the Type "B" fixtures located in the inmate cells and the trustee dorm areas.

The proposal is broken down by dayrooms, which allows the County to decide if they want to replace the light in one dayroom, all dayrooms or any combination of dayrooms on the Second Floor. At the very end of the proposal we have a line item for a lift. This \$2,500.00 line item will be added to any combination you desire to proceed with whether it is one day room or all the dayrooms. It is a one-time expense to the project.

Please let me know what combination you would like the contractor to replace as part of this project.

I have attached the original proposal that shows replacing all the Type "A" and Type "B" fixtures for the record.

If you have any additional question, please call.

Thank-you as always,



Patrick T. Addison, Architect

CC: Donnie Mims, Derrick Cunningham, Tammy Nix, Theresa LeGrady, Lamar Allen, Sherrill Thomas, Jim Hagan

Type "A" Fixtures Only



Request For Change

Order#: 4

Order Date: 05/17/2019

438-A Twain Curve
Montgomery, AL 36117

General Contractor
P.O. Box 210097
Montgomery, AL 36121-0097

To: Montgomery County Commission
101 S. Lawrence Street
Montgomery AL 36104

Project: 49
Mont. Co. Detention Facility Bldg#1 Renovation
101 S. Lawrence Street
Montgomery AL 36104

Regarding: Light Fixtures Per RFI 8

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

See Quote(s) Attached

☐
☐

Ordered By: 108 HOYT HENLEY JR

Description of Work	Amount
INMATE AREA A	
Labor	1,260.00
Light Fixtures Type A	4,447.66
Overhead and Profit 25%	1,426.92
Total for A= \$7,134.58	
INMATE AREA B	
Labor	1,260.00
Light Fixtures Type A	4,447.66
Overhead and Profit 25%	1,426.92
Total for B= \$7,134.58	
INMATE AREA C	
Labor	1,260.00
Light Fixtures Type A	4,447.66
Overhead and Profit 25%	1,426.92
Total for C= \$7,134.58	
INMATE AREA D	
Labor	1,260.00

\$56,526.16

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

~~56,026.16~~

The original Contract Sum was	3,577,661.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,577,661.00
The Contract Sum will be changed by this Change Order	56,026.16
The new Contract Sum including this Change Order will be	3,633,687.16
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Change Order

Order: 4

Continued...

Date: 05/17/2019

Description of Work	Amount
Light Fixtures Type A	4,447.66
Overhead and Profit 25%	1,426.92
Total for A= \$7,134.58	
- D	
INMATE AREA E	
Labor	1,260.00
Light Fixtures Type A	4,447.66
Overhead and Profit 25%	1,426.92
Total for A= \$7,134.58	
- E	
HALL 286	
Labor	625.00
Light Fixtures Type A	2,826.90
Overhead and Profit 25%	862.98
Total for HALL 286= \$4,314.88	
-	
INMATE AREA F	
Labor	1,260.00
Light Fixtures Type A	4,447.66
Overhead and Profit 25%	1,426.92
Total for A= \$7,134.58	
- F	
HALL 262	
Labor	1,000.00
Light Fixtures Type A	4,523.04
Overhead and Profit 25%	1,380.76
Toatl for HALL 262= \$6,903.80	
-	
Scissor Lift Rental	
(applies 1 time to any or all inmate areas)	2,000.00
	500.00
	<u>2,500.00</u>

Change Order

Continued...

Order: 4

Date: 05/13/2019

Description of Work	Amount
Light Fixtures	4,523.04
Touch-Up Paint	800.00
Overhead and Profit 25%	1,593.26
Toatl for HALL 262= \$7,966.30	



OFFICE: (334) 281-4074
FAX: (334) 281-4073

Electrical Contractors Since 1948

P. O. BOX 20406
MONTGOMERY, AL 36120

REVISED
CHANGE ORDER 1

Date: Thursday, May 16, 2019
Project:

Montgomery Co.
Detention Facility
250 S. McDonough St.
Montgomery, AL 36104

Architect: PH&J Architects, Inc.
Plan No.: 0000
Plan Date: 11/15/2018
Project / Job No.: 1712-GV

Change Order includes all electrical labor, material, equipment, tools, and supervision required to complete the following.

- Note 01: Change Order is void after thirty (30) days due to uncontrollable commodity pricing for copper and steel.
Note 02: Change Order does not include liability for errors or omissions in designs by others, nor inadequacies of materials & equipment specified or supplied by others.
Note 03: Change Order does not include liability for indirect loss or damages.
Note 04: Change Order does not include any independent electrical testing (if required).
Note 05: Alpha Acme Electric, Inc. is not responsible for repairing code violations and deficiencies of existing electrical installations. These issues may be addressed via change order (if required).
Note 06: Change Order does not include disposal of existing fixtures, lamps, or ballasts (if required). GC to dispose of in accordance with environmental regulations.
Note 07: Change Order includes all work to be performed during this contractor's normal business hours.
Note 08: Change Order doesn't include patching/repair of sheetrock, wall finishes, concrete driveways & sidewalks, or asphalt surfaces.
Note 09: Change Order includes furnishing lighting fixtures per RFI #8.

Type A Fixtures In Inmate Area A, B, C, D, E, F (each)

Labor	\$1,280.00
Light Fixtures	\$4,447.86
Overhead & Profit	\$856.15
Total (w/o material sales tax of \$370.64)	\$6,583.81

Type B Fixtures in Inmate Area A, C, D (each)

Labor	\$3,360.00
Light Fixtures	\$13,423.68
Overhead & Profit	\$2,517.55
Total (w/o material sales tax of \$1,118.64)	\$19,301.23

Type B Fixtures in Inmate Area B, E (each)

Labor	\$5,600.00
Light Fixtures	\$22,372.80
Overhead & Profit	\$4,185.92
Total (w/o material sales tax of \$1,864.40)	\$32,168.72

Type A Fixtures in Hall 288

Labor	\$625.00
Light Fixtures	\$2,826.90
Overhead & Profit	\$517.79
Total (w/o material sales tax of \$235.58)	\$3,969.69

Type B Fixtures in Inmate Area F

Labor	\$4,200.00
Lighting Fixtures	\$16,779.60
Overhead & Profit	\$3,148.94
Total (w/o material sales tax of \$1,398.30)	\$24,128.54

Type B Fixtures in Inmate Area G

Labor	\$1,250.00
Lighting Fixtures	\$5,640.60
Overhead & Profit	\$1,033.59
Total (w/o material sales tax of \$470.05)	\$7,924.19

Type B Fixtures in Inmate Area H

Labor	\$2,000.00
Lighting Fixtures	\$8,949.12
Overhead & Profit	\$1,642.37
Total (w/o material sales tax of \$745.76)	\$12,591.49

Type A Fixtures in Hall 262

Labor	\$1,000.00
Lighting Fixtures	\$4,523.04
Overhead & Profit	\$828.46
Total (w/o material sales tax of \$376.92)	\$6,351.50

*Scissor Lift rental (applies 1 time to any or all Inmate Areas)+\$2,000.00

Type "A" & "B" Fixtures



Request For Change

Order#: 4

Order Date: 05/02/2019

438-A Twain Curve
Montgomery, AL 36117

General Contractor
P.O. Box 210097
Montgomery, AL 36121-0097

To: Montgomery County Commission
101 S. Lawrence Street
Montgomery AL 36104

Project: 49
Mont. Co. Detention Facility Bldg#1 Renovat
101 S. Lawrence Street
Montgomery AL 36104

Regarding: Light Fixtures Per RFI 8

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

See Quote(s) Attached

☐

Ordered By: 108 HOYT HENLEY JR

☐

Description of Work	Amount
INMATE AREA A	
Labor	4,331.25
Light Fixtures	17,871.34
Touch-Up Paint	1,200.00
Overhead and Profit 25%	5,850.65
Total for A= \$29,253.24	
-	
INMATE AREA B	
Labor	6,431.25
Light Fixtures	26,820.46
Touch-Up Paint	2,000.00
Overhead and Profit 25%	8,812.93
Total for B= \$44,064.64	
-	
INMATE AREA C	
Labor	4,331.25
Light Fixtures	17,871.34
Touch-Up Paint	1,200.00
Overhead and Profit 25%	5,850.65

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

247,457.03

The original Contract Sum was	3,577,661.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,577,661.00
The Contract Sum will be changed by this Change Order	247,457.03
The new Contract Sum including this Change Order will be	3,825,118.03
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

5-19

Change Order

Continued...

Order: 4

Date: 05/13/2019

Description of Work	Amount
Total for C= \$29,253.24	
-	
INMATE AREA D	
Labor	4,331.25
Light Fixtures	17,871.34
Touch-Up Paint	1,200.00
Overhead and Profit 25%	5,850.65
Total for D= \$29,253.24	
-	
INMATE AREA E	
Labor	6,431.25
Light Fixtures	26,820.46
Touch-Up Paint	2,000.00
Overhead and Profit 25%	8,812.93
Total for E= \$44,064.64	
-	
HALL 286	
Labor	656.25
Light Fixtures	2,826.90
Touch-Up Paint	250.00
Overhead and Profit 25%	933.29
Total for HALL 286= \$4,666.44	
-	
INMATE AREA F	
Labor	5,118.75
Light Fixtures	21,227.26
Touch-Up Paint	1,500.00
Overhead and Profit 25%	6,961.50
Total for F= \$34,807.51	
-	
INMATE AREA G	
Labor	1,312.50
Light Fixtures	5,640.60
Touch-Up Paint	500.00
Overhead and Profit 25%	1,863.28
Total for G= \$9,316.38	
-	
INMATE AREA H	
Labor	2,100.00
Light Fixtures	8,949.12
Touch-Up Paint	800.00
Overhead and Profit 25%	2,962.28
Total for H= \$14,811.40	
-	
HALL 262	
Labor	1,050.00

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

AGENDA

JUN 17 2019

May 30, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
5/30/2019

SUBJECT: Downtown Environmental Alliance (DEA)
Environmental Services Associated with the Capitol City Plume -- ADEM

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached Scope of Work DEA Authorization 5, Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for the Downtown Environmental Assessment Project that was sent to us from Jacobs Engineering Group, Inc.

If approved please have attached agreement executed, return to this office, and we will forward it to Glen S. Davis, P.E. of Jacobs Engineering Group, Inc. for his continuing action.

As additional information, approval dates of previous Scope of Work DEA Authorizations were:

- Scope of Work DEA Authorization 4 was approved by the Montgomery County Commission on October 18, 2018
- Scope of Work DEA Authorization 3 was approved by the Montgomery County Commission on July 24, 2017.
- Capitol City Plume Proposed Superfund Site Agreement was approved by the Montgomery County Commission on November 2, 2015.

GCS/gcs

Attachment

cc; File

Scope of Work
DEA Authorization 5
Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting for
the Downtown Environmental Assessment Project
May 29, 2019

This document presents CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide continuing environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP). This SOW is consistent with the *Settlement Agreement for Site Response* (ADEM/DEA, 2015) between the Alabama Department of Environmental Management (ADEM) and the DEA, which will be referred to hereinafter as the "Settlement Agreement".

On December 15, 2017, CH2M HILL Companies Ltd. became part of Jacobs Engineering Group Inc. CH2M HILL Companies Ltd. is now a wholly owned direct subsidiary of Jacobs Engineering Group Inc. CH2M HILL Companies Ltd., including CH2M HILL Engineers, Inc., presently remains a separate legal entity and will continue to operate and conduct business.

This SOW provides the planning-level costs associated with the following work elements for the DEAP:

- Finalize Institutional Control Plan (ICP), which was submitted in draft form to ADEM on May 21, 2019 for review and comment;
- Prepare the Draft and Final Remedial Action Report for DEA review and submission to ADEM for review and comment;
- Coordinate the negotiations for formal Proposed National Priority List (NPL) Delisting of the DEAP, under EPA and ADEM oversight
- Continued Meeting Facilitation and Coordination Support for the DEAP;
- Continued Community Involvement Support for the DEAP;

Task 1: Finalize Institutional Control Plan

On May 21, 2019, the DEA submitted the Draft ICP to ADEM for their review and comment. CH2M anticipates that ADEM will submit written comments regarding the ICP within 30 days after their receipt of the report. Once these ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments and a detailed, formal response to each comment, which propose revisions to the ICP to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee, the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for their review. CH2M anticipates submitting the RTC document for ADEM review approximately 30 days after receipt of ADEM written comments.

Once ADEM approves the RTC document, CH2M will revise the ICP based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised ICP (with revisions in tracking mode) and a clean version of the ICP, and will submit it to the DEA Technical Committee for

6-2

review and comment. Once the revised ICP is approved by the DEA Technical Committee, the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised ICP (estimated three hard copies and one CD copy) to ADEM for their review and concurrence.

CH2M anticipates that junior or mid-level hydrogeologists/ engineers will prepare the RTC document and the revised Final ICP, then senior hydrogeologists or engineers will review and provide quality control for the document. CH2M also anticipates that a mid-level human health risk assessor will assist in preparing the RTC document and the revised ICP, then a senior human health risk assessor will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. GIS/graphics technician, editor, and production staff) will also be needed to complete this subtask. This SOW assumes that CH2M will utilize staff that are familiar with the ICP in order to make the RTCs and revisions more streamlined and efficient.

CH2M has assumed that the general nature of the ADEM comments and our responses will generally include the following:

- The extent and applicability of environmental covenants within the DEAP overlay (Section 3.1).
- The enforceability and permanence of the institutional controls (ICs) proposed for the DEAP (Section 4).
- The extent and applicability of long-term groundwater monitoring for the DEAP (Section 5).

If the nature and extent of the comments vary significantly from the assumptions below, additional funding may be required to address them.

Task 2: Prepare Draft and Remedial Action Report

CH2M will prepare the Draft Remedial Action Report (RAR). This document will include a description of the selected environmental covenant approach, institutional controls, and long-term monitoring, and progress reporting requirements that agreed upon by the DEA and ADEM, based on review of the Final ICP (see Task 1). The RAR Report will also include a copy of the final, approved environmental covenant example that will be drafted by the DEAP legal team (with assistance from CH2M). CH2M anticipates that a junior or mid-level hydrogeologist/ engineer will prepare the Draft RAR, then one or more senior hydrogeologist or engineer will review and provide quality control for the document. CH2M anticipates that other supporting staff (i.e. GIS/graphics technician, editor, and production staff) will also be needed to complete this report.

An electronic version of the Draft RAR will be provided to the DEA Technical Committee for review and comment, approximately 60 days after authorization of this SOW. Once the DEA Technical Committee review comments have been addressed, the revised document will be submitted to the DEA Executive Committee for review and comment. Once the document obtains DEA Executive Committee approval, the Draft RAR will be submitted to ADEM (estimated three hard copies and one CD copy).

Once these ADEM comments are received, CH2M will respond to ADEM's comments by preparing a written response-to-comment (RTC) document, which will contain the ADEM comments and a detailed, formal response to each comment, which propose revisions to the RAR to address each ADEM comment (if necessary). Once this document is prepared, CH2M will submit it to the DEA Technical Committee for review and comment. Once the RTC document is approved by the DEA Technical Committee, the RTC document will be submitted to the DEA Executive Committee for final review and approval. Once the RTC document is approved by the DEA Executive Committee, CH2M will submit the RTC document to ADEM for their review.

Once ADEM approves the RTC document, CH2M will revise the RAR based on the revisions proposed in the RTC document. CH2M will prepare both a redline version of the revised RAR (with revisions in tracking mode) and a clean version of the RAR, and will submit it to the DEA Technical Committee for review and comment. Once the revised RAR is approved by the DEA Technical Committee, the revised report will be submitted to the DEA Executive Committee for final review and approval. Once the revised report is approved by the DEA Executive Committee, CH2M will submit the revised RAR (estimated three hard copies and one CD copy) to ADEM for their review and concurrence. CH2M anticipates submitting the revised Final RAR for ADEM review approximately 60 days after completing the implementation of the ICP, as required by the Settlement Agreement.

Task 3: NPL Delisting Support and Negotiations

This task provides the CH2M labor and expense associated with the coordination and negotiation of the formal delisting of the Montgomery DEAP from the EPA's Proposed NPL. CH2M will provide on-call consultation to facilitate the delisting process with ADEM and the EPA through the coordination of necessary discussions between ADEM and EPA, review of delisting documents, coordination of public reviews, and documentation of the final delisting of the site. It is expected that this could include additional meetings with ADEM and possibly EPA, and possibly assistance with drafting of documents which may be used between ADEM, EPA, and the DEA. In addition, we do anticipate that discussions with the public or interested parties, including drafting of emails/letters or similar communications will be needed to complete this step of the delisting process.

CH2M assumes approximately 50 hours of labor for the CH2M Project Manager and Senior Regulatory Consultant will be required to complete this task, with support from mid-level project engineers and geologists as well. This task also assumes the expense and travel associated with one in-person meeting at the EPA Region 4 Offices in Atlanta, GA to discuss the delisting of the DEAP.

Task 4: Continued Meeting Facilitation and Coordination Support

This task includes providing continued meeting facilitation support for the afore-mentioned reporting activities for the DEAP. Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project (from approximately June 2019 through December 2019):

- Six meetings/conference calls (approximately 2 hours each) with the DEA Technical Committee to discuss the following:
 - The ADEM comments to the Draft ICP and subsequent RTC document
 - The revised Final ICP (redline and clean versions) prior to DEA Executive Committee submittal
 - The Draft RAR content and organization prior to writing the document
 - Comments to the Draft RAR once it is written
 - Review of RTCs to the Draft RAR
 - Review of the redline/clean versions of the Final RAR
- Five conference calls (approximately 1 hour each) with the DEA Executive Committee to discuss the following:
 - The Draft ICP RTC document prior to ADEM submittal
 - The revised Final ICP prior to ADEM submittal
 - The Draft RAR prior to ADEM submittal
 - Review of RTCs to the Draft RAR

- Review of the redline/clean versions of the Final RAR
- Six meetings (approximately 3 hours each) with ADEM to discuss the following:
 - The ADEM comments to the Draft ICP and the proposed DEA RTCs (Tentatively scheduled for early June 2019)
 - Meeting to Discuss Modifications to ADEM's Uniform Environmental Covenant Act (UECA) (Scheduled for July 11, 2019)
 - The presentation of the Final ICP
 - The Draft RAR content and organization (when the Draft RAR is presented to ADEM)
 - The ADEM comments to the Draft RAR and the proposed DEA RTCs
 - The presentation of the Final RAR.

- 2 Conference calls (approximately 2 hours each) with ADEM and EPA to discuss the NPL Delisting.

CH2M also anticipates about 2 hours to prepare information for each meeting. CH2M assumes that up to three representatives from CH2M will attend meetings (either in-person or via telephone). In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussion and action items for each.

This task includes costs associated with the financial management of the project. CH2M assumes about 1 hour per month for the project manager and 1 hour per month for the project accountant will be required for the financial management of the project.

Task 5: Continued Community Involvement Support

This task includes providing continued community involvement support for the afore-mentioned reporting activities for the DEAP. It is anticipated that significant involvement with the City, State, County, and Federal planning and building organizations, as well as potentially the affected public (through the Community Outreach Group (COG)) will be required to identify appropriate Institutional Control measures that meet regulatory requirements yet also are acceptable to these entities and the affected public. Specifically, CH2M will prepare for and attend (up to three representatives from CH2M) up to four meetings in Montgomery with the COG members to fully develop the ICP and RAR documents and to update the COG on activities of the DEA. Specific COG meetings may be required for the following purposes:

- 1) Discuss the Final ICP Document to provide the public with an understanding of how the Final ICP will affect downtown development
- 2) Discuss the final EC/IC components for the Draft RAR document
- 3) Discuss the Final RAR and future monitoring for the site (Five-Year Reviews and long-term groundwater monitoring)
- 4) Discuss the delisting of the DEAP from the NPL and the benefits for downtown development.

This budget includes labor for a CH2M public relations representative to assist ACCES LLC with the coordination of the COG, prepare meeting materials, and update the project website with current information about the progress of the project.

CH2M anticipates that each COG meeting will be up to 2 hours in duration. CH2M also assumes that up to three local representatives from CH2M will attend meetings. In lieu of formal meeting minutes, CH2M

will prepare e-mail summaries of the ICP and COG meetings to summarize the discussion and action items for each meeting.

Project Cost Estimate

Table 1 lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials (not-to-exceed) basis.

Task	Labor Cost	Expenses*	Total
1 Finalize ICP	\$30,622	\$100	\$30,722
2 Remedial Action Report (Draft and Final)	\$52,543	\$200	\$52,743
3 EPA Delisting Coordination	\$43,265	\$1,160	\$44,425
4 Continued Meeting Support	\$64,248	\$400	\$64,648
5 Continued Community Involvement	\$29,973	\$500	\$30,473
Total	\$220,651	\$2,360	\$223,011

Note:

Expenses represent costs associated with travel expenses, meeting supplies, report production, and postage and shipping, meals for COG Meetings, etc.

The work described herein will be conducted on a time-and-materials (not-to-exceed) basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with the Agreement and will be based on salary costs plus 115 percent of salary costs plus direct expenses. A 5 percent markup will be placed on any subcontractor or outside service.

Schedule

If authorization is received by June 14, 2019, CH2M assumes the following schedule for the deliverables described in this SOW:

- **RTC Document and Final Revised ICP Report:**
 - DEA Technical Committee Review of RTCs – completed by approximately July 1, 2019
 - DEA Executive Committee Review of RTCs– completed by approximately July 14, 2019
 - ADEM Review of RTCs- approximately July 21, 2019
 - DEA Technical Committee Review of Final ICP – approximately July 7, 2019
 - DEA Executive Committee Review – approximately July 14, 2019
 - ADEM Review of Final ICP - approximately July 28, 2019
 - ADEM approval of the Final ICP – approximately July 31, 2019
- **Draft and Final Remedial Action Report:**
 - DEA Technical Committee Review Draft RAR – approximately August 15, 2019
 - DEA Executive Committee Review Draft RAR – approximately August 30, 2019
 - ADEM Review Draft RAR- approximately September 7, 2019
 - RTCs for the Draft RAR reviewed by DEA Technical Committee – approximately October 7, 2019
 - RTCs for the Draft RAR reviewed by DEA Executive Committee - approximately October 14, 2019
 - ADEM Review of RTCs for the Draft RAR - approximately October 30, 2019
 - DEA Technical and Executive Committee Review Final RAR – approximately November 7, 2019
 - ADEM Review and approval of Final RAR- approximately November 12, 2019

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CH2M Authorization 5 Cost Breakdown May 2019

Authorization 5 Total Cost

\$223,011.00

Member	%	\$	Credit Amount	Cumulative Credit
State of Al	35	\$ 78,053.85	\$ -	\$ -
MWWSSB	19	\$ 42,372.09	\$ -	\$ -
City of Montgomery	26.6	\$ 59,320.93	\$ -	\$ -
Montgomery County Commission	19.4	\$ 43,264.13	\$ -	\$ -
The Advertiser (100% Credit)	0	\$ -	\$ 44,602.20	\$ 173,745.24

ALLIANCE STEERING COMMITTEE ENDORSEMENT FOR CH2M AUTHORIZATION 5 FOR THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated May 29, 2019) for CH2M Authorization 5 (Final RA/IC Plan, Remedial Action Report, and EPA Delisting) for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (not-to-exceed \$223,011) and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Community College System

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Water Works and Sanitary Sewer Board of the City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 666378

PROJECT NAME: Authorization 5 – Final RA/IC Plan, Remedial Action Report, and EPA Delisting Support for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See attached Scope of Work dated May 29, 2019.

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is \$223,011, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by June 14, 2019, CH2M anticipates the activities described in the attached Scope of Work to begin the week of June 17, 2019.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature Terry DeBiase

Name (printed) Terry DeBiase

Title Manager of Projects

Date 5/29/2019

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2MHILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

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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

JUN 17 2019

June 13, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Invoice from Ball, Ball, Matthews & Novak, P.A.

The Montgomery County Commission, at its meeting on June 3, 2019, agreed to place on the next agenda authorization to pay the County's portion of an invoice from Ball, Ball, Matthews & Novak, P.A., for services rendered regarding Project Agreement with C. Hager and Sons Hinge Manufacturing Co. The County is to pay 40% of the invoice for a total of \$2,611.57 (40% of \$6,528.94)

I am requesting approval of this item.

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



MILAND F. SIMPLER, III, ESQ
msimpler@ball-ball.com

May 28, 2019

Donnie Mims
County Administrator,
County of Montgomery, Alabama
101 S. Lawrence Street
Montgomery, Alabama 36104
Via Email: DonaldMims@mc-ala.org

RE: *Project Agreement with C. Hager and Sons Hinge Manufacturing Co.*

Donnie:

Enclosed please find an invoice for services rendered in the above-referenced matter. In speaking with Jessica Horsley, it is my understanding that the County will be paying 40% of the \$6,528.94 invoice, for a total of \$2,611.57, and the City will be paying the remaining 60%. Please let me know if there are any questions or concerns regarding payment of this invoice.

Thank you very much for allowing us to assist the County Commission with this Project. If there is ever anything with which we may be able to assist in the future, please do not hesitate to let me know.

Best regards,

Miland F. Simpler, III

Miland F. Simpler, III

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Ball, Ball, Matthews & Novak, P.A.
Attorneys at Law
445 Dexter Ave., Suite 9045 - Montgomery, AL 36104
P.O. Box 2148 - Montgomery, AL 36102-2148
Telephone (334) 387-7680 Telefax (334) 387-3222
Federal ID #63-0719888

Page: 1
April 17, 2019

Client No. 3254-0000A
Invoice No. 73936

Brenda Blalock
City Clerk, Montgomery, Alabama
103 North Perry Street
Montgomery, AL 36104

Donnie Mims
County Administrator
101 S. Lawrence Street
Montgomery, AL 36104

RE: Project Agreements

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**STATEMENT FOR SERVICES RENDERED
AND EXPENSES INCURRED**

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		Hours	
08/15/2018			
MFS	Conference with Jessica Horsley and Shelby Stringfellow re: two project agreements and related details of same.	0.60	120.00
EHW	Meet with Jessica Horsley and Shelby Stringfellow to discuss Economic Development Projects and Project Agreements.	0.60	120.00
08/17/2018			
EHW	Begin review of Project Agreement for Economic Development Projects and review Project information and City and County incentives.	0.90	180.00
08/22/2018			
MFS	Research notice requirement for public meetings of City and County and draft Notice re: meeting to approve project agreement for Project Gear.	1.20	240.00
EHW	Continue review of publication requirements.	0.50	100.00
EHW	Review timeline for Project Gear.	0.20	40.00
08/28/2018			
MFS	Revise drafts of notices of City Council and County Commission public meetings approving project agreement for Project Gear.	0.30	60.00

City and County of Montgomery

RE: Project Agreements

Page: 2
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
08/29/2018			
EHW	review publication notices and make suggested revisions, confirm meeting times	0.40	80.00
MFS	Receipt and review email correspondence from Jessica Horsley re: modified confirmation date from Hager.	0.10	20.00
09/05/2018			
MFS	Receipt/review of email and most recent version of Amendment 713 to confirm notice requirements of County and City prior to public meeting confirming new projects.	0.30	60.00
09/10/2018			
EHW	Review email from Jessica Horsley re: publication and Project Agreement status and respond.	0.20	40.00
09/11/2018			
EHW	Phone conference with with Jessica Horsley re: Project Gear	0.30	60.00
MFS	Conference call with EHW and Jessica Horsley re: anticipated dates of project Gear approval prior to October City Council and County Commission meetings.	0.30	60.00
09/12/2018			
EHW	Phone conference with with D. Mims, County Administrator re: Project Gear	0.30	60.00
EHW	E mail to J. Horsley re: Project Gear timeline	0.10	20.00
MFS	Begin drafting Project Gear Project Agreement.	2.50	500.00
09/13/2018			
EHW	Review e mail and time line from Jessica Horsley re: Project Gear	0.20	40.00
09/14/2018			
MFS	Receipt and review of email from Jessica Horsley re: new maintenance compliance terms for Project Gear Project Agreement.	0.10	20.00
09/20/2018			
MFS	Continue review/revisions/drafting Gear Project Agreement.	0.50	100.00

City and County of Montgomery

RE: Project Agreements

Page: 3
April 17, 2019
Client No. 3254-0000A
Invoice No. 73936

		Hours	
09/21/2018			
EHW	Review draft of Project Gear Project Agreement	0.50	100.00
MFS	Phone call with Jessica Horsley re: additional information for Gear Project Agreement.	0.40	80.00
09/24/2018			
EHW	review draft of Project Agreement for Project Gear, Phone conference with with Jessica Horsley re: working draft of Project Agreement and additional details	0.90	180.00
MFS	Conference call with EHW and Jessica Horsley re: additional wage, clawback, and other information required for drafting Gear Project Agreement.	0.40	80.00
MFS	Continue drafting Gear Project Agreement.	0.80	160.00
MFS	Receipt and review of State Pre-LOC from Jessica Horsley to assist with drafting Gear Project Agreement.	0.20	40.00
10/09/2018			
MFS	Email correspondence with Jessica Horsley re: status of Project Gear and moving forward with Project Agreement.	0.10	20.00
10/24/2018			
MFS	Receipt and review of correspondence from Jessica Horsley re: postponement of Project Gear decision until 2019	0.10	20.00
01/15/2019			
EHW	review communication from J. Horsley re: Update on Project AGREEMENT status (.1) quick review of status of project agreement (.2)	0.30	60.00
MFS	Receipt and review of correspondence from Jessica Horsley re: capital investments for Project Gear and deadline for Project Agreement.	0.10	20.00
01/22/2019			
MFS	Phone call from Jessica Horsley re: capital investment and other revisions to Project Gear Project Agreement.	0.30	60.00
MFS	Revise and re-draft portions of Gear Project Agreement in accordance with conversation with Jessica Horsley.	1.70	340.00
01/28/2019			
MFS	Correspondence to Jessica Horsley attaching final draft of Gear Project Agreement.	0.10	20.00

City and County of Montgomery

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RE: Project Agreements

		Hours	
02/11/2019			
MFS	Revise Public Notices re: City and County public meetings and send to Jessica Horsley and Dennis Hinson.	0.30	60.00
MFS	Phone call from Jessica Horsley re: status of GEAR Project.	0.40	80.00
02/20/2019			
MFS	Review of Hager revisions to Project Agreement.	0.50	100.00
02/21/2019			
MFS	Call from Jessica Horsley re: Hager revisions to Project Agreement and deadlines for public notice prior to City and County meetings in March.	0.40	80.00
MFS	Draft all revisions to Project Agreement proposed by Hager.	0.50	100.00
MFS	Correspondence to City, County, Chamber, and Hager representatives re: final draft of Project Agreement and notice deadlines.	0.20	40.00
02/22/2019			
EHW	review e mails between parties and from F. Cauthen and D. Mims re: project Agreement and publication (.3) review draft of Project Agreement (.4)	0.70	140.00
02/25/2019			
MFS	Phone call to Jessica Horsley re: notice deadlines and getting Project Gear on City and County agendas.	0.50	100.00
MFS	Revise public notice drafts and correspondence to Hager representatives re: same for approval.	0.30	60.00
MFS	Receipt and review of correspondence from Michael Cook of Hager Co. re: language of public notices re: City Council and County Commission meeting.	0.10	20.00
02/26/2019			
EHW	discuss status of Project Agreement and Public notice with M. Simpler re: Project Gear (.4)	0.40	80.00
MFS	Travel to Hager plant for tour and meeting with Hager representatives to discuss public notice and Project Agreement; tour with County Commissioners Harris and Sankey, and return to office.	2.10	420.00
MFS	Email correspondence with Hager representatives re: revisions to public notice drafts for approval.	0.10	20.00
MFS	Revisions to public notice following Hager meeting and		

City and County of Montgomery

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April 17, 2019
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RE: Project Agreements

		Hours	
	email correspondence to Jessica Horsley re: same.	0.20	40.00
MFS	Conference with Ham Wilson to discuss status of Project Agreement, public notice, and meeting at Hager Plant with County Commissioners.	0.40	80.00
02/27/2019			
MFS	Receipt and review revisions to public notices and Project Agreement from Hager reps and Jessica Horsley, make revisions, and circulate same for approval.	0.30	60.00
MFS	Multiple calls with Brenda Blalock re: getting Project Gear on agenda for 3/5 meeting.	0.20	40.00
MFS	Multiple phone calls with Jessica Horsley re Project Gear appearing on City agenda for 3/5 session.	0.70	140.00
MFS	Correspondence with Jessica Horsley re: phone calls with Brenda Blalock on getting on agenda.	0.10	20.00
02/28/2019			
MFS	Call from Kim Fehl re: agenda and executive session for 3/5/19 City Council meeting.	0.10	20.00
03/01/2019			
MFS	Receipt and review of correspondence from Jessica Horsley and Hager representatives re: approaching dates for public notice and City Council meetings.	0.10	20.00
03/04/2019			
MFS	Phone call to Donnie Mims re: having Project Gear on 3/11/19 County Commission agenda.	0.10	20.00
MFS	Email correspondence to Florence Cauthen re: time slot for County Commission agenda.	0.10	20.00
MFS	Email correspondence with Jessica Horsley re: agenda setting for 3/11/19 County Commission hearing.	0.10	20.00
03/05/2019			
MFS	Conference with Jessica Horsley, Shelby Stringfellow, and Hager representatives to discuss City Council public meeting, executive session, public notice deadlines, and upcoming County Commission meeting.	0.40	80.00
03/07/2019			
MFS	Prepare Executive Summary of Hager Project Agreement as requested by Mayor and City Council.	0.90	180.00
MFS	Email correspondence to Mayor, Elton Dean, and other City		

City and County of Montgomery

RE: Project Agreements

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April 17, 2019
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		Hours	
	and County representatives re: Executive Summary.	0.10	20.00
MFS	Calls and email correspondence with Montgomery Advertiser re: publication of public meeting notice as required by Amendment 713.	0.20	40.00
03/09/2019			
MFS	Receipt and review proof of public notice from Montgomery Advertiser.	0.10	20.00
MFS	Call to Jessica Horsley re: public notice and compliance with Amendment 713.	0.20	40.00
MFS	Email correspondence with Jessica Horsley re: Montgomery Advertiser proof.	0.10	20.00
MFS	Email to Kim Fehl, Brenda Blalock, Elton Dean, Florence Cauthen, and Donnie Mims re: proof of notice and compliance with Amendment 713 provision re: same.	0.20	40.00
03/12/2019			
MFS	Email correspondence with Jessica Horsley re: confirmation of being placed on City and County public meeting agendas and public notice of County meeting.	0.10	20.00
MFS	Email correspondence with Jessica Horsley and Hager reps re: final draft of Project Agreement.	0.10	20.00
03/13/2019			
MFS	Email draft of notice of 3/25 public meeting of County Commission for publication in 3/18/19 edition of Montgomery Advertiser.	0.10	20.00
03/14/2019			
MFS	Multiple emails with Jessica Horsley, Brenda Blalock and Kim Fehl re: submission of resolution, review of same, and confirmation of same being placed on 3/19 agenda for public vote.	0.40	80.00
MFS	Email correspondence with Florence Cauthen confirming place Hager Project Agreement on 3/25 agenda of County Commission for public vote, and need for resolution to be submitted to Commission.	0.20	40.00
MFS	Phone call to Montgomery Advertiser to confirm publication of County Commission Notice of Public Meeting in 3/18/19 edition of Advertiser.	0.10	20.00
MFS	Revise draft of City Council Resolution to reflect County terminology to be submitted for review and vote by County Commission at 3/25/19 public meeting.	0.20	40.00

City and County of Montgomery

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RE: Project Agreements

		Hours	
03/15/2019			
MFS	Recelpt and review proof and invoice of public notice re: 3/25 County Commission meeting from Montgomery Advertiser, and email correspondence to Jessica Horsley re: same.	0.10	20.00
03/18/2019			
MFS	Email correspondence with Jessica Horsley and Shelby Stringfellow re: confirmation of County notice, confirmation of County agenda, and 3/25 County meeting.	0.10	20.00
MFS	Multiple email correspondence with Florence Cauthen re: confirmation of County agenda and submission of resolution for 3/25 meeting.	0.30	60.00
MFS	Preparation and revisions to County Commission resolution re: Hager Project.	0.20	40.00
03/19/2019			
MFS	Email correspondence with Jessica Horsley and Hager representatives re: signatures to Project Agreement.	0.10	20.00
03/20/2019			
MFS	Phone call and correspondence with Florence Cauthen re: proof of publication of Notice of public County Commission meeting.	0.20	40.00
03/21/2019			
EHW	Phone conference with with D. Mims re: County agenda to approve Project Agreement.	0.20	40.00
MFS	Phone call from Donnie Mims requesting proof of publication of notice re: 3/25/19 County Commission meeting.	0.10	20.00
03/25/2019			
EHW	Review Publication Notice re: Project proposal and confirm County Commission approval	0.30	60.00
MFS	Receipt and review of Affidavit of Publication from Montgomery Advertiser.	0.10	20.00
MFS	Email correspondence with Jessica Horsley and Hager representatives re: final copy of Project Agreement for signatures.	0.10	20.00

City and County of Montgomery

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RE: Project Agreements

		Hours	
03/26/2019			
MFS	Receipt and review of correspondence from Jessica Horsley re: circulation of final Project Agreement to City and County officials for signatures.	0.10	20.00
04/09/2019			
MFS	Email correspondence with Jessica Horsley re: status of signed and executed Project Agreement.	0.10	20.00
04/10/2019			
MFS	Receipt and review of signed and executed Project Agreement from Jessica Horsley.	0.10	20.00
	For Current Services Rendered	29.90	5,980.00

FEE SUMMARY

		<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
E. Hamilton Wilson	Attorney	7.00	\$200.00	\$1,400.00
Miland Simpler	Attorney	22.90	200.00	4,580.00

09/19/2018	Photocopies		3.78
09/20/2018	Photocopies		7.56
09/24/2018	Photocopies		7.56
02/20/2019	Photocopies		3.06
02/20/2019	Photocopies		3.06
02/26/2019	Photocopies		9.18
03/05/2019	Photocopies		6.12
04/10/2019	Notice of Public Meeting		508.62
	Total Expenses and Advances		548.94
	Total		6,528.94
	Balance Due		<u>\$6,528.94</u>

Montgomery Advertiser

PART OF THE USA TODAY NETWORK

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BALL, BALL, MATTHEWS & NOVAK

Ad No.: 0003442086

Address: 445 DEXTER AVE STE 9045
MONTGOMERY AL 36104
USA

Pymt Method Invoice

Net Amt: \$255.78

Phone: (334) 387-7680

Run Times: 1

No. of Affidavits: 0

Run Dates: 03/18/19

Text of Ad:

NOTICE OF PUBLIC MEETING
NOTICE IS HEREBY GIVEN that at 8:00 a.m. on Monday, March 25, 2019, the Montgomery County Commission ("Commission") for Montgomery County, Alabama ("County") will hold a regular meeting in the Commission's chambers located at 101 South Lawrence Street in Montgomery, Alabama. Such regular meeting will constitute a public meeting. One of the purposes of the public meeting will be to consider, discuss, vote upon, and take action on the adoption of a resolution (A) approving and authorizing (i) the granting of a monetary incentive in the amount of \$100,000 from the County to C. Hager and Sons Hinge Manufacturing, Co., upon certain conditions being met, as an advance credit against capital expenditures to be made by C. Hager and Sons Hinge Manufacturing, Co. for purposes of C. Hager and Sons Hinge Manufacturing, Co. locating, constructing, furnishing and equipping a manufacturing and distribution facility with new manufacturing equipment within the County limits, and (B) ratifying, authorizing, and approving the execution, delivery and performance by the County of the Project Agreement to be entered into by and among the City of Montgomery, the County and C. Hager and Sons Hinge Manufacturing, Co. ("Project Agreement"). These credits and things of value are in consideration of, among other items, the agreements of C. Hager and Sons Hinge Manufacturing, Co. to expend approximately \$22,000,000 in capital investment for the design, engineering, construction, furnishing and equipping of the Project and to employ 254 Full-Time Employees, in total, at established levels of wages and to maintain such employment levels for periods of time as specified in the Project Agreement, and Hager Company's agreement to repay certain amounts if construction of the Project is not announced (as defined in the Project Agreement) or operations are not commenced (as defined in the Project Agreement) at the Project within the certain time periods or if target levels of employment at established wage rates are not met or maintained or if other conditions contained therein are not met. The County believes that the construction, equipping and furnishing of the Project and the additional improvements thereto will, inter alia, have at least the following public benefits: promote and continue economic and industrial development within the county, create additional jobs, increase median wage rates, expand the tax base and otherwise promote the health, welfare and prosperity of the citizens of the County. The identity of the business entity for whose benefit the County proposes to use and grant public funds is C. Hager and Sons Hinge Manufacturing, Co., an Alabama corporation. This notice is being given in accordance with Amendment 713 of the Alabama Constitution of 1901, as amended, as the expenditure of funds by the County is for the purpose of promoting local economic and industrial development within the corporate limits of the County.

Given on this 18th Day of March 2019

MONTGOMERY COUNTY COMMISSION
Mont. Adv. 3/18/2019
3442086

7-11

JUN 17 2019

JUN 17 2019

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 6/17/19 - CODE: 001-59320.498									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			21,600	21,667	0	650	250	44,167	
***NC-2019-6	RESCIND: City of Montgomery, BONDS	RESCIND: Hayneville Road Neighborhood Assoc. for Senior Program				-500		-500	
C-2019-71	Montgomery YMCA	Southeast Branch - Operational Expenses	1,000					1,000	
C-2019-72	Montgomery YMCA	Cleveland Avenue YMCA Capital Campaign		2,500				2,500	
C-2019-73	Mercy House, Inc.	Program Services and Operational Expenses		1,500				1,500	
NC-2019-79	City of Montgomery, BONDS	Green Acres Neighborhood Association	1,500					1,500	
	Total Appropriations 6/17/19		2,500	4,000	0	-500	0	6,000	
	APPROPRIATED BUDGET BALANCE		19,100	17,667	0	1,150	250	38,167	
	Signature: <i>[Handwritten Signature]</i>	Date: 6/17/19							
	Administrator	Date							

8-1

JUN 17 2019

S2 Monica 6/12/19

JUN 17 2019

Q2 Mmz 6/17/19

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 10

AGENDA

JUN 17 2019

DEPARTMENT: Engineering REQUESTED BY: George Speake 5/29/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/31/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Water & Sewer	111-53300.246	800	700	1,500
Fuels & Lubricants	111-53300.212	154,596	(3,300)	151,296
Telephone	111-53300.251	340	2,600	2,940
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 155,736	\$ 0	\$ 155,736

JUSTIFICATION: To realign budget for Water & Sewer and Telephone.

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**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 11

AGENDA

JUN 17 2019

DEPARTMENT: Engineering REQUESTED BY: George Speake 6/3/2019
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/10/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equipment	111-53199.211	4,500	600	5,100
Telephone	111-53600.251	1,000	250	1,250
Telephone	111-53800.251	1,300	570	1,870
Repair & Maint Constr Equipment	111-53800.232	20,000	(1,420)	18,580
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 26,800	\$ 0	\$ 26,800

JUSTIFICATION: To realign budget for Office Supplies/Minor Equipment and Telephone.

POSITION FILL REQUEST- UNBUDGETED

AGENDA

JUN 17 2019

DEPARTMENT: Gis & Cadastral Mapping
 DEPARTMENT HEAD: Todd Grant
 SUPERVISOR: Todd Grant

POSITION INFORMATION:

Position Title Mapper CO0200
 Position Number _____
 Pay Grade A08 Pay Range \$45,440 - \$67,894
 Proposed Effective Date July 1, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The needs of the GIS / Cadastral Mapping Department have changed from needing a Mapping Technician who primarily serves a customer service role to needing an experienced Alabama Certified Mapper who can perform the more technically complex cadastral mapping duties of reading and interpreting instruments of conveyance for the ad valorem purpose of entering them into the county's geographic information systems software and computer assisted mass appraisal software.

Todd Grant Date 5-29-19
 Department Head

FINANCIAL IMPACT:

Currently A05 (salary range \$32,318 - \$48,286) step 3 - \$34,599
 Proposed A08 (salary range \$45,440 - \$67,894) step 1 - \$45,440
 The Mapping Technician (A05) position will be vacated, remain unfilled and removed from the budget upon approved promotion to Mapper A08.

Sherrill Thomas Date 5-29-19
 Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

 County Administrator Date _____

12-1

July 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Unbudgeted position fill request

Attached hereto, please find the unbudgeted position fill request form.

The customer service aspect of the GIS / Cadastral Mapping Dept. has seen a decline in the number of people who come into our office for assistance due to the amount of content that is available through the county's website. The present personnel need is to have the staff of the department primarily focused on and dedicated to the reading and interpreting of deeds, plats and other recorded instruments and entering the relevant information into the county's cadastre. I request that consideration of the unbudgeted position fill request be placed on the next agenda.

RTG

Attachment

*cadastre: an official register of the quantity, value, and ownership of real estate used for apportioning property taxes in a given jurisdiction.

JUN 17 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425091 (Replace A Stallworth)
 Pay Grade PC2 Pay Range \$35,097-\$52,440
 Proposed Effective Date June 17, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 29, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/31/2019
 Employee Benefit Manager

Sherrill Thomas Date 05/31/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUN 17 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Stores Clerk I
 Position Number 500018191 (Replace A Asare)
 Pay Grade A03 Pay Range \$25,630-\$38,294
 Proposed Effective Date June 17, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 29, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/31/2019
 Employee Benefit Manager

Sherrill Thomas Date 05/31/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUN 17 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013085 (Replace A Brown)
 Pay Grade A03 Pay Range \$25,630-\$38,294
 Proposed Effective Date July 1, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 3, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 3, 2019

Sherrill Thomas

Finance Director

Date 06/10/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

JUN 17 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Legal Support Assistant
 Position Number 408020001
 Pay Grade A05 Pay Range \$32,318 - \$48,286
 Proposed Effective Date June 24, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 06/05/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/05/2019
 Employee Benefit Manager

Sherrill Thomas Date 06/10/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JUN 17 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
 Position Number 550431031 (Replace B. Penny)
 Pay Grade PS1-5 Pay Range \$39,456-\$51,661
 Proposed Effective Date June 24, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date May 31, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/04/2019
 Employee Benefit Manager

Sherrill Thomas Date 06/10/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

JUN 17 2019

Date: June 11, 2019
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Approval for the following travel:

Destination: Marriott Capital Hill 2500 Legends Parkway, Prattville, AL
Departure Date: June 19, 2019 Return Date: June 19, 2019
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: Participate in a panel discussion at the Annual Alabama County Government Institution

Traveler (s) Name: 1. Lou Ialacci 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Information Systems Fund Name: _____

Additional Comments: Invited by Julia Heflin, Training Program Manager, Government & Economic Development Institute, Auburn University

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 6/17/19 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51965.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,000.00</u>	
Approved Requests:	<u>\$241.99</u>	
Budget Available:	<u>\$21,758.01</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$21,758.01</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/12/2019

cc: Finance Director / Buyer

17-1

Montgomery County Commission
Travel / Training Request Approval
Request # 41

AGENDA

JUN 17 2019

Date: June 5, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: August 28, 2019 Return Date: August 30, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Annual Alabama Statewide LECC Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. Deputy #3
2. Deputy #1 5. Deputy #4
3. Deputy #2 6. _____

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

Total (est.) Cost: \$3,380.00 Advance Registration Required: \$1,250.00
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. 6/17/19 reimbursement of actual and necessary expenses in the
approximate amount of \$3,380.00 and advance registration of \$1,250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$36,525.00</u>
Budget Available:	<u>\$3,475.00</u>
Current Requests:	<u>\$3,380.00</u>
Budget Balance:	<u>\$95.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/10/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 42

AGENDA

JUN 17 2019

Date: June 12, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Opelika, AL
Departure Date: October 7, 2019 Return Date: October 11, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend SLEDS Seminar

Traveler (s) Name: 1. James Pouncey 4. _____
2. Jeff Davis 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$700.00

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

Additional Comments: ALL EXPENSE WILL BE INCURRED IN THE 2020 BUDGET

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

The above request is app. 6/17/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$700.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$36,525.00</u>	
Budget Available:	<u>\$3,475.00</u>	
Current Requests:	<u>\$3,380.00</u>	
Budget Balance:	<u>\$95.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/13/2019

cc: Finance Director / Buyer

17-3

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

JUN 17 2019

Date: June 3, 2019
To: Donald L. Mims, Administrator
From: Sonja Pritchett, Director
Re: Approval for the following travel:

Destination: Ft. McClellan, AL
Departure Date: 9/13/19 Return Date: 9/20/19
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: Vanguard Level One and Level Two Instructor Recertification Course

Traveler (s) Name: 1. Carlos Parks 4. Jeron James
2. Martinez Tolbert 5. _____
3. Marcus Townsend 6. _____

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

Total (est.) Cost: \$5,800.00 Advance Registration Required: \$2,800.00

Department Name: Detention Facility Fund Name: General

Additional Comments: _____

To: Sonja Pritchett, Director

From: Donald L. Mims, Administrator

The above request is app. 6/17/19 reimbursement of actual and necessary expenses in the
approximate amount of \$5,800.00 and advance registration of \$2,800.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$13,361.60</u>	
Budget Available:	<u>\$6,638.40</u>	
Current Requests:	<u>\$5,800.00</u>	
Budget Balance:	<u>\$838.40</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/10/2019

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 17

AGENDA

JUN 17 2019

Date: 6/3/2019
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 19, 2019 Return Date: August 22, 2019
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend 2019 ACAA Convention

Traveler (s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,415.00 Advance Registration Required: \$215.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: Hotel 900. Registration 215. Food 300.

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

The above request is app. 6/17/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,415.00 and advance registration of \$215.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$13,581.00</u>
Budget Available:	<u>\$5,419.00</u>
Current Requests:	<u>\$1,415.00</u>
Budget Balance:	<u>\$4,004.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/10/2019
cc: Finance Director / Buyer

AGENDA

JUN 17 2019



THE MONTGOMERY ELECTION CENTER

Montgomery County, AL

STEVEN L. REED
Probate Judge

DARRYL A. PARKER
Director of Elections

Commissioner Elton N. Dean, Sr., Chairman; Commissioner Rhonda M. Walker,
Vice Chairman; Commissioner Daniel Harris Jr.; Commissioner Isaiah Sankey;

Commissioner Doug Singleton

Dear Commissioners:

Please find attached a realignment document which explains and resolves to allow the County Commission to Change the boundaries of the Special General Election of House District 74 polling locations for the purpose of aligning said polling locations with the City of Montgomery Municipal Polling locations for one election day on August 27, 2019. This action is necessary to alleviate confusion and to better service the needs of the voters in District 74. Without this action by the Montgomery County Commission, voters would be tasked with driving to two (2) different locations in order to cast a ballot in the two (2) different elections taking place on the same day. This would be detrimental to both Montgomery County voters, and Montgomery Municipal voters as well.

I ask that the Montgomery County Commission waive the rules and approve the recommended one-time realignment of House District 74 Polling locations boundaries in order to have those boundaries fit within the boundaries of the Montgomery Municipal Polling locations for the 2019 Special General Election for House District 74 at its June 17, 2019 County Commission meeting.

Please note that the Special General Election for House District 74 and the City of Montgomery will take place on August 27, 2019.

If I can be of any further assistance, please don't hesitate to contact me.

Sincerely,


Elections Director

125 Washington Avenue • Montgomery, Alabama • 334-832-7744 • www.montgomeryelectioncenter.org

18-1

**RESOLUTION APPROVING REALIGNMENT OF POLLING
LOCATIONS IN HOUSE DISTRICT 74 SPECIAL GENERAL ELECTION
WITHIN CITY OF MONTGOMERY MUNICIPAL ELECTION
PRECINCT POLLING BOUNDARIES BY
MONTGOMERY COUNTY COMMISSION**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct...”

WHEREAS, *Code of Alabama 1975, §17-6-6(a)*, provides that: “The county governing body shall have sole authority to change the configuration, boundaries, or designation of an election precinct. Any change so determined shall be adopted by resolution of the county governing body,”

WHEREAS, the Polling locations and Precinct Parts of House District 74 fit entirely within the boundaries of the City of Montgomery Municipal Polling Locations,

WHEREAS, the Special General Election of House District 74, and the City of Montgomery Municipal Elections for Mayor and City Council will both take place on August 27, 2019, and Special General Election of House District 74 polling locations do align entirely within The City of Montgomery Municipal Polling Locations.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the realignment of all of the House District 74 Polling locations’ boundaries to fit within the City of Montgomery Municipal Polling locations’ boundaries for the August 27, 2019 Special General Election of House District 74, effective August 27, 2019 only.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 17th day of June 2019.

Section 17-6-6

Adjustment of precinct configuration, boundaries, etc.

(a) The county governing body shall have sole authority to change the configuration, boundaries, or designation of an election precinct. Any change so determined shall be adopted by resolution of the county governing body.

(b) A county governing body shall only change a precinct by dividing the precinct into two or more precincts except when in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionment, it becomes necessary to consolidate all or part of a precinct with adjacent precincts, a part or parts may be consolidated.

(c) Except as may be provided further by local election laws or by the electronic vote counting statutes, whenever at any general or primary election it is anticipated over 2,400 votes will be cast on an electronic voting machine, the county governing body shall adjust the boundary lines of the election precincts or shall authorize the judge of probate to separate the list of qualified registered voters in such precinct into alphabetical groups so as to provide one electronic voting machine for every 2,400 votes or fraction thereof cast and may divide or consolidate any number of precincts and resubdivide the same in order that not more than 2,400 votes shall be cast on a single electronic voting machine and voters are authorized to vote at only one place.

(d) In changing any precinct boundary, the county governing body shall comply with the requirements of Section 17-6-2.

(e) Within 30 days after the adoption of any resolution as provided in this section, the county governing body shall send to the Permanent Legislative Committee on Reapportionment a certified copy of the resolution and a copy of a map showing the new precinct boundaries together with a written description of such boundaries.

(Acts 1989, No. 89-952, p. 1874, §7; §17-5A-7; amended and renumbered by Act 2006-570, p. 1331, §27.)

MONTGOMERY **AGENDA**
AREA CHAMBER OF COMMERCE
JUN 17 2019

June 11, 2019

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting an executive session to be held before the Montgomery County Commission on Monday June 17, 2019. Curt Gwathney with Balch & Bingham will be present to speak. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

POST OFFICE BOX 79 41 COMMERCE STREET MONTGOMERY, AL 36101
TEL: 334.834.5200 FAX: 334.265.4745 MACC@MONTGOMERYCHAMBER.COM WWW.MONTGOMERYCHAMBER.COM



BUILDING BUSINESS. BUILDING THE River REGION.

19-1

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		For Reference, See	
☐	1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐	2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
	a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
	b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
	c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
	d. Security Plans and Measures	Page 24	Section IV (B) 4
	e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
	f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
	g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
	h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
	i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐	3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
	a. Written Declarations are required for these Executive Sessions:		
	I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
	II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
	III. Discussions concerning the negotiations between the body and a group of public employees.		
	b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐	4. Vote to go into Executive Session	Page 20	Section IV (A) 4
	a) The vote must be open/public; and		
	b) Each member must openly give his/her individual vote.		
☐	5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 1, 2019, at 8:00 in the morning.



Administrator



Chairman