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

ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

April 16, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Interim County Administrator

SUBJECT: Information pertaining to the April 20, 2020
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, April 20, 2020, at 8:30 a.m. The Formal Session will begin at 9:30 a.m. It will be broadcast Live on the Montgomery County Alabama Facebook page.

Please note that Filing of the 2019 Statement of Economic Interests Forms is due April 30, 2020. The online Statement of Economic Interests form is available for submission at the following website: www.ethics.alabama.gov.

1. County Commission Information Session Schedule for April 20, 2020

Items to Consider for the Monday, May 4, 2020 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Modification Number 1 to Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-19, County Commission

3. Consider Authorization of Modification Number 1 to the Department of Energy Weatherization Assistance Program, DOE-028-19, County Commission

4. Consider Authorization of Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-20, County Commission

5. Consider Authorization to Pursue and Submit the Coronavirus Emergency Supplemental Funding Program Grant, Sheriff's Office

6. Consider Authorization of Franchise Agreement with Southern Light, LLC, Subject to Review by County Attorney, Information Systems

7. Consider Authorization to Transfer Funding from the Chemical Addictions Program (CAP) to Alethic House, County Commission

General Information Items

8. Information regarding Weatherization Assistance Program

9. Memorandum from Sheriff Derrick Cunningham regarding Hazardous Duty Pay

10. Revenue Reports for March 2020 from Tax and Audit Department

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
APRIL 20, 2020

8:30 a.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees

8:35 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Modification Number 1 to Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-19 **(Future Agenda Item 2)**, Modification Number 1 to the Department of Energy Weatherization Assistance Program, DOE-028-19 **(Future Agenda Item 3)**, Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-20 **(Future Agenda Item 4)** and Information regarding the Weatherization Assistance Program **(General Information Item 8)**

8:40 a.m. Personnel Director Carmen Douglas – Presentation regarding Leave and Supplemental Pay Policies

8:50 a.m. Sheriff Derrick Cunningham – Presentation regarding Coronavirus Emergency Supplemental Funding Program Grant **(Future Agenda Item 5)** and Hazardous Duty Pay **(General Information Item 9)**

9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Franchise Agreement with Southern Light, LLC **(Future Agenda Item 6)**

9:05 a.m. County Engineer George Speake – Update regarding Engineering Operations

9:30 a.m. Formal Session

10:00 a.m. Adjourn

Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Ms. Florence Cauthen, Acting County Administrator

FROM: Greg Clark, Executive Director

DATE: April 15, 2020

RE: FY2020 Grant LIWAP 028-20 Weatherization Assistance

Alabama Department of Economic and Community Affairs (ADECA) has notified our office that the Grant LIWAP 028-20 Weatherization Assistance Program contract is ready for adoption. The award amount to Montgomery County is $155,278 under the Grant LIWAP 028-20 Weatherization Assistance. This award is for 24 houses to be weatherized within Montgomery County.

In addition, ADECA has authorized the extensions of the current Weatherization Assistance Contracts to June 30, 2020 (Grant DOE-028-19 and Grant LIWAP 028-19). This is due to the Coronavirus.

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 these items be place on County Commission Agenda. The action to be undertaken is to accept the grant award, grant extensions and authorizing the Chairman to sign the grant agreements (LIWAP 028-20; and Grant DOE-028-19 and Grant LIWAP 028-19 extensions).

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

Weatherization Assistance Program for Low-Income Persons
Department of Health and Human Services 1901ALLIEA
CFDA-81.042

SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM

Grant Agreement: LIWAP-028-19
Modification: 1
Grant Amount: $101,733.00

THIS MODIFICATION is entered into as of March 27, 2020 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 c/o Central Alabama Regional Planning and Development Commission**, hereinafter, referred to as the "Subrecipient." This modification amends Grant Agreement No. LIWAP-028-19 dated April 01, 2019.

Subrecipient name (must match registered name in DUNS): Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission

Subrecipient DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 1901ALLIEA

Federal Award Date: 10/26/2018

Subaward Period of Performance Start and End Date: 4/1/2019 - 6/30/2020

Amount of Federal Funds obligated by this action to the Subrecipient: None

Total amount of Federal Funds obligated to the Subrecipient: $101,733.00

Total amount of Federal Award committed to the Subrecipient by ADECA: $101,733.00

Federal Award project description: Low-Income 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, 334.242.5591

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

Indirect cost rate for the Federal Award: N/A

1. **PURPOSE:** The purpose of this modification is to amend **"Paragraph 3: Duration"** and the relative attachments of the above-referenced Grant Agreement.

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2. **"Paragraph 3: Duration"** is hereby amended to read as follows:

   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 June 30, 2020.

3. All other terms and conditions not affected by this modification shall remain in full force and effect.

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

Alabama Department of Economic & Community Affairs	**Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission**
Department	Subrecipient
Kenneth W. Boswell 4/6/20 Date Director	Authorized Official for Subrecipient Date
	Subrecipient Witness 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 AWT 4/3/2020

Claudia Kennedy Smith Date
General Counsel

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Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Ms. Florence Cauthen, Acting County Administrator

FROM: Greg Clark, Executive Director

DATE: April 15, 2020

RE: FY2020 Grant LIWAP 028-20 Weatherization Assistance

Alabama Department of Economic and Community Affairs (ADECA) has notified our office that the Grant LIWAP 028-20 Weatherization Assistance Program contract is ready for adoption. The award amount to Montgomery County is $155,278 under the Grant LIWAP 028-20 Weatherization Assistance. This award is for 24 houses to be weatherized within Montgomery County.

In addition, ADECA has authorized the extensions of the current Weatherization Assistance Contracts to June 30, 2020 (Grant DOE-028-19 and Grant LIWAP 028-19). This is due to the Coronavirus.

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 these items be place on County Commission Agenda. The action to be undertaken is to accept the grant award, grant extensions and authorizing the Chairman to sign the grant agreements (LIWAP 028-20; and Grant DOE-028-19 and Grant LIWAP 028-19 extensions).

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Weatherization Assistance Program for Low-Income Persons
Department of Energy DE-EE0007902
CFDA-81.042

SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM

Grant Agreement: DOE-028-19
Modification: 1
Grant Amount: $153,658.00

THIS MODIFICATION is entered into as of March 27, 2020 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 c/o Central Alabama Regional Planning and Development Commission**, hereinafter, referred to as the "Subrecipient." This modification amends Grant Agreement No. DOE-028-19 dated April 01, 2019.

Subrecipient name (must match registered name in DUNS): Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission

Subrecipient DUNS number: 099839086

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

Federal Award Date: 3/28/2019

Subaward Period of Performance Start and End Date: 4/1/2019 - 6/30/2020

Amount of Federal Funds obligated by this action to the Subrecipient: None

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, 334.242.5591

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

Indirect cost rate for the Federal Award: N/A

1. **PURPOSE:** The purpose of this modification is to amend **"Paragraph 3: Duration"** and the relative attachments of the above-referenced Grant Agreement.

2. **"Paragraph 3: Duration"** is hereby amended to read as follows:

   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 June 30, 2020.

3. All other terms and conditions not affected by this modification shall remain in full force and effect.

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

Kenneth W. Boswell 4/6/20
Kenneth W. Boswell — Date
Director

Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission
Subrecipient

Authorized Official for Subrecipient — Date

Subrecipient Witness — 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 AWT 4/3/2020
Claudia Kennedy Smith — Date
General Counsel

3-3

Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Ms. Florence Cauthen, Acting County Administrator

FROM: Greg Clark, Executive Director

DATE: April 15, 2020

RE: FY2020 Grant LIWAP 028-20 Weatherization Assistance

Alabama Department of Economic and Community Affairs (ADECA) has notified our office that the Grant LIWAP 028-20 Weatherization Assistance Program contract is ready for adoption. The award amount to Montgomery County is $155,278 under the Grant LIWAP 028-20 Weatherization Assistance. This award is for 24 houses to be weatherized within Montgomery County.

In addition, ADECA has authorized the extensions of the current Weatherization Assistance Contracts to June 30, 2020 (Grant DOE-028-19 and Grant LIWAP 028-19). This is due to the Coronavirus.

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 these items be place on County Commission Agenda. The action to be undertaken is to accept the grant award, grant extensions and authorizing the Chairman to sign the grant agreements (LIWAP 028-20; and Grant DOE-028-19 and Grant LIWAP 028-19 extensions).

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TELEPHONE (334) 262-4300 • FAX (334) 262-6976

SUBGRANT AGREEMENT
LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-20
Grant Amount: $155,278.00

THIS AGREEMENT is entered into as of **April 01, 2020**, 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 c/o Central Alabama Regional Planning and Development Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen (16) typewritten pages and two attachments (2), as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission

Subrecipient DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 2001 ALLIEA

Federal Award Date: 11/1/2019

Subaward Period of Performance Start and End Date: 04/01/20 - 03/31/21

Amount of Federal Funds obligated by this action to the Subrecipient: $155,278.00

Total amount of Federal Funds obligated to the Subrecipient: $155,278.00

Total amount of Federal Award committed to the Subrecipient by ADECA: $155,278.00

Federal Award project description: Low Income Weatherization Assistance Program (LIWAP)

Name of Federal awarding agency: U.S. Department of Health and Human Services

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

Contact information for awarding official: Kenneth W. Boswell, Director, 334.242.5591

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 Low Income Weatherization Assistance Program (LIWAP). 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 **$155,278.00** 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, 2020** and shall complete performance to the satisfaction of the Department not later than **March 31, 2021**.

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 Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), 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 376). 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 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.

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.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

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. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

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.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

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, <u>real or apparent</u>, 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 <u>written code</u> 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 fiscal year, from ADECA, they must have an audit in accordance with <u>*Government Auditing Standards*</u> (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 a specific condition 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 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 (30) 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.

D. 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.

E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).

F. 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).

G. 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 fiscal 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 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." 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

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.

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

Section 110(k) of the NHPA applies to HHS 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 HHS 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 HHS 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

SUBRECIPIENT: **MONTGOMERY COUNTY COMMISSION**

GRANT NO.: **LIWAP-028-20**

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2020

1. The Subrecipient shall weatherize a minimum of 24 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	24

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 c/o Central Alabama Regional Planning and Development Commission

GRANT AGREEMENT: LIWAP-028-20

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	**DECREASE (-) / INCREASE (+)**	**TOTAL**
ADMINISTRATIVE	$10,709.00		$10,709.00
WEATHERIZATION SERVICES	$144,569.00		$144,569.00

TOTAL ALLOCATION: **$155,278.00**

contactors 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.

O. Same-Sex Marriage Provisions

In accordance with the decision in the United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipients must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

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

Alabama Department of Economic & Community Affairs	**Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission**
Department	Subrecipient
Kenneth W. Boswell 3/19/20 Date	Authorized Official for Subrecipient Date
Director	
	Subrecipient Witness 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 AWT 3/18/2020
Claudia Kennedy Smith Date
General Counsel

4-19

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager, Montgomery County Sheriff's Office R. W.

Subject: Approval to pursue Coronavirus Emergency Supplemental Funding Program

Date: April 6, 2020

We are requesting the County Commission's approval to pursue and submit the Coronavirus Emergency Supplemental Funding Program Solicitation. This is a 24-month grant with up no match funding requirements.

The goal of these funds is to assist applicants with Preventing, preparing for, and responding to the coronavirus. Permissible use of the funds includes equipment, hiring, supplies, training, and travel.

I thank you for the opportunity to present this proposed grant project to you.

RW/dc

cc: Derrick Cunningham, Sheriff

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

OFFICE 334.832.4980
FAX 334.832.7113

www.MontgoMerySheriff.CoM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

April 17, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator

SUBJECT: Southern Light, LLC Franchise Agreement

Southern Light, LLC desires to enter into a franchise and right of way agreement with Montgomery County Commission for operation of a fiber-based communication system in Montgomery County. County Engineer George Speak and CITO Lou Ialacci are in favor of granting the franchise.

Attached is a preliminary draft agreement. I request that, after review by the County Attorney, the franchise agreement with an annual fee of 3% be placed on the next agenda.

FRANCHISE AGREEMENT

WITNESS THIS AGREEMENT by and between the **Montgomery County Commission**, a body corporate and political, hereinafter referred to as "County" and Southern Light, LLC, hereinafter referred to as "Company", its subsidiaries, successors and assigns, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

1. Scope. The Company desires to lay, construct, lease and/or operate a system for the provision of fiber, cable or other video service, together with the right to make, install, maintain, repair and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-way, and subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that the Company shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public road.

2. Rules, Regulations and Rates. Alabama state law and the rules, regulations and applicable rate schedules of the Company as may be required to be filed with and regulated by the Alabama Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and applicable rate schedules are subject to change during the term of this Contact as provided by law. In addition, the Company shall be in compliance with all Federal laws, rules and regulations as may be applicable.

3. Term. The term of this Contract applicable to each premises governed hereunder shall terminate on __________, renewable at the option of both parties and negotiable at each renewal as to the percentage of gross revenue to be received by the County and as to such other

6.2

items identified by either party. Either party may terminate this Contract upon written notice to the other of such termination.

4. Service to Premises. County will not be responsible for any service to premises.

5. Payment. During the term of this Contract, Company will pay to the County a fee equal to three percent (3%) of gross revenue received by it for basic fiber and cable television service (exclusive of connection charges and Premium Channel service) provided to Montgomery County subscribers which are outside of an incorporated municipality. Said payments shall be paid semi-annually for receipts received during each six-month period for periods ending on January 1 and July 1 of each year and shall be paid within thirty days immediately following said dates. The County shall have the right to examine the cooks of the Company to verify the gross revenue.

6. Equipment. The Company, at its own expense, shall furnish its own equipment and material to lay, construct, lease, and/or operate a system for the provision of cable or other video service, together with the right to make, install, maintain, repair and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-way, and subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that the Company shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public road. Any damage to existing lines caused by the Company or its equipment will be the responsibility of the Company.

7. Documentation. On September 30th of each year, the Company shall file with the County Engineer correct maps and or plats of all existing installations that indicate the types of equipment and facilities installed or constructed, properly identified and described as to the type

of equipment and facility by appropriate symbols and marks and which shall include annotations of all public ways, streets roads, and conduit where the work was completed.

8. Dispute Resolution. If a dispute arises of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions or negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama and any applicable federal laws relating to this agreement between Montgomery County and the Company.

9. Assignment of Contract. The Company shall not assign this Contract without written consent of the County.

10. Remedies. In the event of default by the Company, the County may pursue any and all judicial and administrative remedies and relief available.

11. Hold Harmless Agreement.

(a) By acceptance of this franchise and right, the Company agrees that it shall indemnify, protect and hold harmless the County and its officers, agents and employees from any and all claims whatsoever, from liabilities, losses, costs, judgements, penalties, damages and expense, arising out of the its failure to perform any of the obligations of this franchise, including but not limited to, claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against the County, its officers, agents or employees, directly or indirectly, by reasons of the installation, operation or maintenance by the Company of the Company's cable or video system.

(b) The Company shall maintain, and by its acceptance of this franchise, specifically agrees that it will provide throughout the term of this franchise, workmen's compensation insurance and liability insurance, by self-insurance or by a commercial policy, with regard to all damages mentioned in subsection (a) and (b) above in the minimum amount of:

1. General Liability Insurance – public liability including premises, products and complete operations.
   a. Bodily injury liability:
      $500,000 each person
      $1,000.000 each occurrence

   b. Property damage liability:
      $1,000.000 each occurrence, or

   c. In lieu of (a) and (b) above, bodily injury and property damage combined - $1,000.000 single limit.

2. Comprehensive – Automobile Liability Insurance, including owned, non-owned and hired vehicles.
   a. Bodily injury liability:
      $500,000 each person
      $1,000.000 each occurrence

   b. Property damage liability:
      $1,000.000 each occurrence, or

   c. In lieu of (a) and (b) above, bodily injury and property damage combined - $1,000.000 single limit. 11.

12. Miscellaneous. This document and any document incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Agreement, except as provided in paragraph 2 and 8 above, shall be binding unless it is in writing and accepted by the County and the Company. This contract shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative, as of the effective date of July____, 2016.

MONTGOMERY COUNTY COMMISSION

By: ______________________________

Title: ____________________________

SOUTHER LIGHT, LLC

By: ______________________________

Title: ____________________________

6-6

April 17, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator

SUBJECT: Chemical Addictions Program

The Chemical Addictions Program (CAP) is an agency that is budgeted to receive funding in the amount of $37,5000 to provide treatment services to individuals with substance use disorders. As part of CAP's reorganization, CAP entered into an agreement with Aletheia House to transition its operations to Aletheia House, per the attached Memorandum of Agreement. CAP Board of Directors Vice Chair Victor Biebighauser is requesting that the remaining annual budgeted funds be paid to Aletheia House to continue to provide these services.

I request authorization of the transfer of funding from CAP to Aletheia House be placed on the next agenda.

MEMORANDUM OF AGREEMENT

Purpose: The Board of Directors of Chemical Addictions Program (CAP) and Aletheia House are each committed to ensuring individuals with substance use disorders living in the Montgomery area have access to high quality, evidence-based treatment services. Each organization has determined it would be in the best interest of these individuals if the treatment services, and the related funding, currently being provided by CAP were transitioned to Aletheia House. To achieve this transition, the organizations agree to the following:

1) Aletheia House will take over operations effective December 15, 2019. The goal will be to provide a seamless transition for the clients and their family members.

2) CAP will request that the balance of funds in its contracts, less an amount that will be set aside for claims (approximately $100,000-$150,000), for the fiscal year be immediately transferred to Aletheia House. Any remaining balance, after all claims are submitted, will be transferred within six months.

3) CAP will request that its DMH certifications be transferred to Aletheia House effective December 15, 2019.

4) All employees will remain employed through December 27, 2019. All staff will have an opportunity to apply to keep their position. CAP will be responsible for the payment of accrued vacation pay for terminated employees. Accrued vacation time for CAP employees retained by Aletheia House will carry over to their employment with Aletheia House, pursuant to Aletheia House's employment policies.

5) Aletheia House will lease the buildings, equipment, vehicles and furnishings for $7,320 per month. First payment will be December 15, 2019 This will be a triple net lease with Aletheia House being responsible for building maintenance and repairs, vehicle maintenance and repairs, property taxes and any other expenses related to the building, equipment and/or furnishings. CAP will not be responsible for any replacements.

   CAP will maintain property insurance on the buildings as required by the lender, and Aletheia House will reimburse CAP for the cost of these premiums. Aletheia House will provide liability insurance with CAP as an additional named insured. Aletheia House will also seek to secure rental insurance on the contents and vehicles with CAP as an additional named insured.

6) For the December 15, 2019 through the December 28, 2019 payroll, employees will continue to be paid through the current payroll system used by CAP. Aletheia House will be responsible for providing the funds to the payroll processing company for this payroll.

7) Revenues earned prior to December 15, 2019 to go to CAP. Aletheia House will help CAP identify and submit billing. Revenues earned December 15, 2019 and after will go to Aletheia House.

8) Expenses incurred before December 15, 2019 will be responsibility of CAP. Those incurred at December 15, 2019 and after will be the responsibility of Aletheia House.

9) Organizations will work together to ensure bankruptcy (if needed) doesn't impede operations, including the loss of use of the buildings.

10) Aletheia House will have a one-year option to purchase the organization's assets (buildings, equipment, vehicles and furnishings) for the sum of all outstanding liabilities, including the current mortgage on the building, accounts payable, accrued leave, any other secured or unsecured liabilities, etc. If this transfer occurs, the CAP board will take the necessary legal steps to dissolve the corporation.

This agreement is contingent upon the Alabama Department of Mental Health agreeing to provide a funding advance in the amount of $150,000.00 no later than December 27, 2019 to Aletheia House to help pay for transition expenses.

This agreement is signed on behalf of Chemical Addictions Program and Aletheia House by the authorized representatives listed below. The agreement shall be effective beginning December 5, 2019.

Victor K. Biebighauser

Chemical Addictions Programs
Name: Victor K. Biebighauser
Title: Vice Chairman

Aletheia House
Christopher W. Retan
Executive Director

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
430 South Court Street • Montgomery, AL 36104 • (334) 262-4300

Donny Barber, Weatherization Program Manager

WEATHERIZATION ASSISTANCE PROGRAM

Autauga, Chilton, Dallas, Elmore, Lee, Macon, Montgomery, Perry, Russell, and Shelby Counties

Weatherization Mission: To reduce energy costs for low-income families, particularly the elderly, the disabled and families with children, by improving the energy efficiency of their homes while ensuring health and safety. The ultimate goal is to keep our clients warmer in the winter, cooler in the summer, and safe all year long, all at a reduced cost to them. All single family, site built homes and mobile homes are eligible.

Weatherization Purpose: Weatherization is a federally funded, Department of Energy (DOE), program created in 1976 to retrofit low-income family homes to increase their energy efficiency, thereby reducing the household's utility bills. It also enhances their comfort and mitigates any health and safety hazards to the household, such as carbon monoxide issues. The work is performed using the most advanced technologies and testing protocols available to the housing industry today. On average, Weatherization saves the household $283 in the first year alone, with these savings continually accruing for many years to come. Household utility usage is decreased on average by 35%. This savings directly leads to more disposable income for the household so other necessities, such as food and medication, may be more easily afforded.

Eligibility Criteria: Alabama residents with an annual income at or below 200% of the federal poverty level are eligible for the program. DOE estimates that over 38 million households nationwide are eligible for the program.

Services Provided: The Alabama Weatherization Program follows a priority list when weatherizing homes. Typically a home receives the following items:

Priority #	Measure	Priority #	Measure
1	Air Seal Home and Ducts	5	Install Floor Insulation
2	Install Attic Insulation	6	Install Programmable Thermostats
3	Install Wall Insulation	7	Install Water Heater Tank Insulation
4	Install Duct Insulation	8	Replace Old Inefficient Refrigerators

CARPDC's Progress: CARPDC has recently (2018) expanded its Weatherization service area to six new Counties: Autauga, Chilton, Dallas, Elmore, Perry, and Shelby. Total contracts allow CARPDC to assist some 75 to 85 homes a year.

How to Apply: Weatherization's toll-free number is 1-866-780-4945 or one may call locally at (334)-262-4300. An application with step-by-step directions will be mailed to the homeowner. Additionally an application can be printed or downloaded directly from our website at www.carpdc.com – select Departments/Housing/Weatherization – the application link is located at the top of the new page. Homeowners submit the completed application with all necessary paperwork and eligibility is determined. It's that easy!

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

April 13, 2020

MEMORANDUM

TO	:	Ms. Florence Cauthen Interim County Administrator
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Hazardous Duty Pay

On or about March 17, 2020, the Montgomery County Commission issued a resolution closing all county complexes to the general public; at which time, most county offices implemented a "remote from home" type working arrangement. This arrangement gave some employees the opportunity to work from home; however, many employees are not able to utilize this opportunity.

As you know, most of my employees' daily responsibilities consist of having direct contact with the general public. I recently spoke with several Sheriffs and Chiefs from all over the State as well as various States where they implement a hazardous duty pay for their first responders and other staff that have direct contact with the general public. After reviewing their policy for hazardous duty pay, I spoke with the City-County Personnel Director, Carmen Douglas to discuss the process of enforcing hazardous duty pay to assist those that are still dedicated to working and protecting the citizens of Montgomery County. We further discussed adding an additional dollar amount to their hourly pay. My suggestion was a $25.00/day increase for hazardous duty pay; however, Ms. Douglas said it would be easier for Finance, if a dollar amount was added to their hourly pay rate. With that being said, I'm requesting $2.25/hour be added to the pay for those that qualify for the hazardous duty pay. Those that qualify for the said hazardous duty pay will be all Correction Officers and various clerks in the jail that have direct contact with inmates on a daily basis. Furthermore, Deputies that ride the roads as well as those that meet and greet the general public at our courthouses and various clerks that process fingerprints for those that could not get the necessary paperwork processed in order to work with Covid-19 patients around the country.

Please be advised that I will not take this matter lightly so my recommendation to you all is for anyone receiving hazardous duty pay can not receive this additional pay if the employee doesn't work a regular full work day, i.e., a Deputy must physically work a full shift in order to receive the hazardous duty pay. Another example, "John can't physically work 8 hours and take the remaining 4 hours off and expect to receive hazardous duty pay". Furthermore, no remote workers are eligible to receive hazardous duty pay as this additional pay will be solely focused on those that deal with the public on a daily basis.

At last check, the Presidential Stimulus Plan had provisions that would make this pay reimbursable to the County. As Sheriff of Montgomery County, I can only speak for the men and women that work for the Sheriff's Office that went overboard and continue to go overboard during the Covid-19 shutdowns. My employees are dedicated during their working hours as well as during their off time so that the agency runs smoothly on a continual basis to show that we care about our citizens. Furthermore, Ms. Douglas indicated the City-County Personnel Board are in the mist of preparing a hazardous duty pay policy as it pertains to Montgomery City-County employees so that a sound policy is in place. With all this being said, I'm requesting the County Commission place this matter on the next agenda so that this will go into effect as soon as possible for those that continue to place their lives on the line daily for those that come to work during these harsh times.

I look forward to hearing from you and appreciate your thoughtful consideration with this matter.

DC/crv

MONTGOMERY COUNTY COMMISSION

SALES TAX COMPARISON - ACTUAL COLLECTIONS

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	FY 2019			FY 2020			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	Simplified Sellers Use Tax Collections	Total Collections	1.5% Collections	Simplified Sellers Use Tax Collections	Total Collections	Amount	%
OCTOBER	3,640,617	85,805	3,726,423	3,856,536	233,267	4,089,804	363,381	9.75%
NOVEMBER	3,778,868	81,395	3,860,264	3,814,715	220,540	4,035,255	174,991	4.53%
DECEMBER	3,804,439	110,668	3,915,107	3,857,064	239,849	4,096,914	181,806	4.64%
JANUARY	4,247,959	162,401	4,410,360	4,528,450	275,730	4,804,180	393,820	8.93%
FEBRUARY	3,462,979	185,164	3,648,143	3,549,219	416,607	3,965,826	317,683	8.71%
MARCH	3,620,590	166,124	3,786,714	3,478,318	253,726	3,732,044	(54,670)	-1.44%
APRIL	4,135,971	156,857	4,292,828					
MAY	3,905,617	179,090	4,084,707					
JUNE	3,904,271	181,879	4,086,150					
JULY	3,908,043	191,319	4,099,362					
AUGUST	3,833,887	181,848	4,015,735					
SEPTEMBER	3,923,320	230,906	4,154,227					
Year to Date	$22,555,453	$791,557	$23,347,010	$23,084,303	$1,639,719	$24,724,022	$1,377,012	5.90%

Total YTD 2019	$48,080,017	$23,347,010
Total YTD 2018	$45,357,151	$22,212,735
Total YTD 2017	$44,320,643	$21,753,714

10-1

MONTGOMERY COUNTY COMMISSION

SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	FY 2019	FY 2020			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,653,768	3,831,470	233,267	4,064,737	410,969	11.25%
NOVEMBER	3,717,990	3,712,242	220,540	3,932,782	214,792	5.78%
DECEMBER	3,790,837	3,711,578	239,849	3,951,427	160,590	4.24%
JANUARY	4,396,790	4,232,157	275,730	4,507,887	111,097	2.53%
FEBRUARY	3,534,409	3,517,923	416,607	3,934,530	400,121	11.32%
MARCH	3,639,190	3,425,706	253,726	3,679,431	40,242	1.11%
APRIL	4,192,138					
MAY	4,030,758					
JUNE	4,030,910					
JULY	4,015,757					
AUGUST	3,901,565					
SEPTEMBER	4,086,778					
Year to Date	$22,732,983	$22,431,075	$1,639,719	$24,070,794	$1,337,811	5.88%

Total YTD 2019	**$46,990,889**	**$22,732,983**
Total YTD 2018	**$44,718,766**	**$21,954,303**
Total YTD 2017	**$43,672,831**	**$21,481,826**

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County Sales Tax No Audits/Refunds Included

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	EDUCATION SALES TAX				GASOLINE TAX			
	FY 2019	FY 2020	Increase (Decrease)		FY 2019	FY 2020	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%	Collections	Collections	Amount	%
OCTOBER	2,399,152	2,541,863	142,711	5.95%	137,322	144,419	7,097	5.17%
NOVEMBER	2,522,828	2,567,405	44,577	1.77%	147,778	147,482	(296)	-0.20%
DECEMBER	2,506,141	2,573,207	67,066	2.68%	154,644	131,330	(23,314)	-15.08%
JANUARY	2,804,945	3,013,601	208,656	7.44%	135,921	134,207	(1,714)	-1.26%
FEBRUARY	2,286,383	2,346,172	59,790	2.62%	123,557	128,761	5,204	4.21%
MARCH	2,380,998	2,295,160	(85,838)	-3.61%	123,533	114,339	(9,195)	-7.44%
APRIL	2,761,600				142,610			
MAY	2,571,305				138,854			
JUNE	2,596,322				144,004			
JULY	2,579,312				142,367			
AUGUST	2,531,681				156,317			
SEPTEMBER	2,599,454				149,335			
Year to Date	$14,900,446	$15,337,409	$436,963	2.93%	$822,755	$800,538	-$22,217	-2.70%

Total YTD 2019	$30,540,119	$14,900,446	$1,696,242	$822,755
Total YTD 2018	$29,352,076	$14,359,106	$1,635,445	$784,762
Total YTD 2017	$28,832,488	$14,274,305	$1,630,613	$774,085

10-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

	FY 2019	FY 2020	Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%
OCTOBER	237,680	255,159	17,479	7.35%
NOVEMBER	246,615	246,517	(98)	-0.04%
DECEMBER	220,259	232,364	12,105	5.50%
JANUARY	189,119	207,198	18,079	9.56%
FEBRUARY	231,069	218,750	(12,319)	-5.33%
MARCH	213,949	241,789	27,840	13.01%
APRIL	279,744			
MAY	263,086			
JUNE	262,920			
JULY	252,823			
AUGUST	250,547			
SEPTEMBER	231,473			
Year to Date	$1,338,690	$1,401,777	$63,087	4.71%

Total YTD 2019	$2,879,284	$1,338,690
Total YTD 2018	$2,796,021	$1,250,852
Total YTD 2017	$2,634,537	$1,233,084

10-4

NOTES:

February 2019 Collections Above Included $15,318.34 For Lodging Audits.