

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MAY 4, 2020
AGENDA
INFORMATION SESSION

Call to Order and Welcome at 8:30 a.m.

Prayer

Reports from Staff

Comments from Scheduled Attendees

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Singleton

Pledge of Allegiance Led by Commissioner Harris

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of April 20, 2020

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Adoption of Resolution and Order regarding a Line of Credit with Regions Bank, County Commission
2. Consider Authorization to Pursue and Submit the Coronavirus Emergency Supplemental Funding Program Grant, Sheriff's Office

3. Consider Authorization of Modification Number 1 to Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-19, County Commission
4. Consider Authorization of Modification Number 1 to the Department of Energy Weatherization Assistance Program, DOE-028-19, County Commission
5. Consider Authorization of Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-20, County Commission
6. Consider Authorization of a Federal Initiatives Agreement with the City of Montgomery, County Commission
7. Consider Authorization to Transfer Funding from the Chemical Addictions Program (CAP) to Aletheia House, County Commission
8. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
9. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
10. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
11. Consider Authorization of Position Fill Requests – Detention Facility (2)
 - Corrections Officer Sergeant – Position Number 500421125
 - Corrections Officer Lieutenant – Position Number 500422123

Reports from Staff:

County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

**MONTGOMERY COUNTY COMMISSION
MEETING DATE MAY 4, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 4-17-20	
Check Numbers: 293410 – 293506	Total Checks Paid: \$ 526,513.25

Check 293409 replaces EFT #994 \$71,560.00 and EFT #1034 \$6,003.05

ACCOUNTS PAYABLE CHECKS DATED 4-24-20	
Check Numbers: 293507 – 293553	Total Checks Paid: \$ 842,082.32

EFT's included in amounts

PAYROLL CHECKS DATED 4-24-20	
Check Numbers: 134251 – 134334	Total: \$ 108,080.44
Direct Deposits	Total: \$ 1,445,046.15
Federal Deposits	Total: \$ 298,305.25
Total Payroll Paid	Total: \$ 1,851,431.84

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

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

MAY - 4 2020

April 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Interim County Administrator

SUBJECT: Resolution and Order regarding Line of Credit

The Montgomery County Commission, at its meeting on April 20, 2020, agreed to place on the next agenda a Resolution and Order regarding authorization of a \$10,000,000 line of credit with Regions Bank.

I am requesting approval of this item.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

1-1

RESOLUTION AND ORDER NO. _____

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE PAYMENT OF \$10,000,000 GENERAL OBLIGATION WARRANT (TAXABLE REVOLVING LINE OF CREDIT), SERIES 2020, BY THE COUNTY PURSUANT TO LINE OF CREDIT AGREEMENT BY THE COUNTY AND REGIONS BANK

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

ARTICLE 1

Definitions of Capitalized Terms

The following terms shall have the following meanings:

Agreement means that certain Line of Credit to be dated the date of delivery by the County and the Lender.

County means Montgomery County, Alabama.

COVID-19 Pandemic means the outbreak in the United States of the 2019 novel coronavirus known as COVID-19 and subsequent measures taken in response to the resulting public health crisis.

Governing Law means, collectively, (i) Section 11-8-15 of the Code of Alabama 1975, with respect to the issuance of the Warrant; and (ii) the applicable provisions of the Constitution of Alabama of 1901, as amended, and the laws of the State of Alabama.

Governmental Purposes means, collectively, (i) financing appreciable obligations of the County arising as a result of the COVID-19 Pandemic, and (ii) payment of the expenses of issuing the Warrant.

Lender means Regions Bank and its successors and assigns.

Transaction Documents has the meaning set forth in Section 3.01 hereof.

Warrant means the \$10,000,000 maximum principal amount General Obligation Warrant (Taxable Revolving Line of Credit), Series 2020, to be issued by the County to the Lender pursuant to the Agreement

ARTICLE 2

Findings and Representations

The County, upon evidence duly present to and considered by it, does hereby find, determine and represent as follows:

(a) The County has the authority under the Constitution and the laws of the State of Alabama, including particularly the Governing Law, to issue the Warrant pursuant to the Agreement for the Governmental Purposes.

(b) (i) On March 13, 2020, as a result of the COVID-19 Pandemic, the President of the United States declared a national state of emergency, and the Governor of the State of Alabama declared the existence of a state public health emergency.

(ii) The COVID-19 Pandemic constitutes an act of God or public enemy over which the County Commission has no control.

(iii) The COVID-19 Pandemic and the financial impact thereof shall result in appreciable obligations against the County over and above what the County has had reason to anticipate and for which no moneys from the then-current year's income will be available to pay.

(c) It is necessary and desirable and in the public interest for the County to

(i) establish a line of credit and to issue the Warrant in evidence thereof to provide for the Governmental Purposes; and

(ii) request Advances of the proceeds of the Warrant under the Agreement in such amount or amounts as are sufficient to pay appreciable obligations that arise as a result of the COVID-19 Pandemic.

(d) All action of the County in connection with this Resolution and Order is necessary to respond to the COVID-19 Pandemic, and establishment of a line of credit pursuant to the Agreement is necessary to perform essential minimum functions of the County.

(e) The County is not in default with respect to any indebtedness of the County, and no such default is imminent.

(f) The total indebtedness of the County which will be outstanding upon the issuance of the Warrant and which will be chargeable against the limitation upon indebtedness for the County prescribed by Section 224 of the Constitution of Alabama of 1901, as amended, shall not exceed five percent (5.00%) of the assessed value of the taxable property in the County for the preceding fiscal year (ending September 30, 2019).

ARTICLE 3

Authorization of Transaction Documents

Section 3.01. Authorization of Transaction Documents

(a) The County does hereby approve, adopt, authorize, direct, ratify and confirm the terms and provisions of, the representations and warranties of the County set forth in, the obligations and transactions to be undertaken by the County pursuant to, and the execution and delivery by the County of, the following (collectively, the "Transaction Documents"):

(1) The Agreement;;

(2) The Warrant; and

(3) All agreements, assignments, documents, instruments and notices which may be desirable or necessary to be executed, delivered and performed to effect the purposes of and transactions under the Transaction Documents.

(b) The Transaction Documents are approved in substantially the form and of substantially the content as presented to and considered by the County, with such changes thereto (by addition or deletion) as the officer of the County executing the same shall approve and as shall not increase the amount or duration of the obligations of the County thereunder, which approval shall be conclusively evidenced by the execution of the Transaction Documents by such officer as provided in this Resolution.

(c) The Transaction Documents presented to, considered and adopted by the County shall be filed in the permanent records of the County.

Section 3.02 Authorization of Execution, Delivery and Performance of Transaction Documents

(a) The Chairman and each member of the governing body of the County, and the Interim County Administrator, are hereby authorized and directed to execute, deliver and effect the performance of, the Transaction Documents for and on behalf of and in the name of the County.

(b) The Interim County Administrator is hereby authorized and directed to attest and seal the Transaction Documents to the extent required thereby.

ARTICLE 4

General Authorization and Ratification

Section 4.01 General Authorization

The County does hereby authorize and direct the Chairman of the governing body of the County, each member of the governing body of the County and the Interim County Administrator (i) to take all such actions, and execute, deliver, file and perform all such documents, agreements, instruments and notices, as may be necessary or desirable to carry out the purposes of this Resolution and effect the purposes of, and transactions to be undertaken pursuant to, the Transaction Documents, and (ii) to execute and deliver to the Lender and counsel therefor such certified proceedings of the County and such closing papers, proofs and statements containing such representations of fact and law as may be necessary or desirable to demonstrate the validity of the Transaction Documents, and the absence of litigation (pending or threatened) with respect to any matter referred to herein.

Section 4.02 Ratification

Any prior action taken by or on behalf of the County or by any officer of the County, or any agreements, documents, petitions or proceedings executed by or on behalf of the County, in connection with the agreements, documents and transactions herein authorized, are hereby ratified and confirmed.

ARTICLE 5

Provisions of General Application

Section 5.01 Other Proceedings

(a) Any resolution, order, ordinance, or part thereof, in conflict or inconsistent with the provisions of this Resolution and Order is hereby, to the extent of such conflict or inconsistency, repealed.

(b) The provisions of Section 5.01(a) shall not operate or be construed to revive any instrument, ordinance order or resolution, or part thereof, of the County.

Section 5.02. Effect of this Resolution

This Resolution and Order shall take effect immediately.

The foregoing Resolution and Order was adopted this 4th day of May, 2020.

Chairman of the Montgomery County
Commission

SEAL

Authenticated and Attested:

Interim County Administrator



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

MAY - 4 2020

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



Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AGENDA

MAY - 4 2020

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.

CARPDG 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).

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.

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

 4/6/20
Kenneth W. Boswell Date
Director

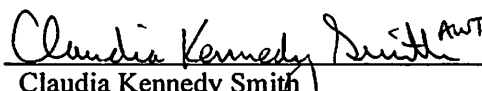
Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission

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.

 4/3/2020
Claudia Kennedy Smith Date
General Counsel



Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AGENDA

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MAY - 4 2020

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.

CARPDG 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).

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:

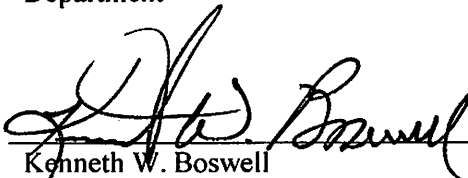
Duration: The Subrecipient shall commence performance of this Agreement on April 1, 2019 and shall complete performance to the satisfaction of the Department not later than June 30, 2020.

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

 4/6/20
Kenneth W. Boswell Date
Director

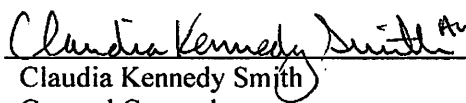
Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission

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.

 4/13/2020
Claudia Kennedy Smith Date
General Counsel



Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AGENDA

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MAY - 4 2020

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 placed 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).

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.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. **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, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.
31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.
32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

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

Copies of all required audits must be submitted to:

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

And an additional copy to:

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

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

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.

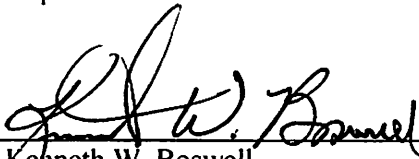
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic & Community
Affairs**

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

Department

Subrecipient



Kenneth W. Boswell
Director

3/19/20

Date

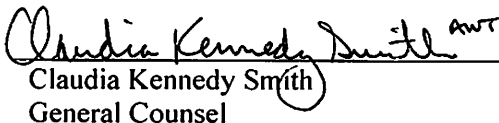
Authorized Official for Subrecipient

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
General Counsel

3/18/2020

Date

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-20

Signature: X

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: .

Typed Name: Greg Clark

Title: Executive Director

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

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

X

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date X

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Mongomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300



State of Alabama Disclosure Statement

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

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

This form is provided with:

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

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

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

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

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

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

N/A

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

N/A

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature X Date X

Notary's Signature X Date X Date Notary Expires _____

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

State of Alabama)
County of Montgomery)

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

DATE: April 09, 2019

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

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

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

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

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

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

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

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

- X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 09 day of April 2020.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: X

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this 09 day of April 2020.

WITNESS: X

Printed Name of Witness

5-23

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

April 7, 2020

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

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Number: LIWAP-028-20

I am pleased to inform you that your agency has been approved for **\$155,278.00** from the State of Alabama's Fiscal Year 2020 Low Income Home Energy Assistance Program funds to weatherize homes in your service area.

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

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

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

Sincerely,

Kenneth W. Boswell
Director

KWB/TW/ap

Enclosures

cc: Mr. Greg Clark, Executive Director

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

MAY - 4 2020

April 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Interim County Administrator

SUBJECT: Federal Initiatives Management Agreement

The Montgomery County Commission, at its meeting on April 20, 2020, agreed to place on the next agenda a Federal Initiatives Management Agreement with the City of Montgomery, whereby the County agrees to pay the City \$40,000 for federal initiatives management by Mercury Public Affairs, LLC. The contract will assist the City and County in advocating for resources to assist in the swift economic and community recovery from the COVID-19 pandemic.

Attached is the Agreement for your consideration.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

6-1

STATE OF ALABAMA)

CITY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and the City of Montgomery, a Municipal Corporation in Montgomery County, Alabama, hereinafter called the "City", for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the City a sum of \$40,000 for Federal Initiatives Management, to directly support issues and activities related to federal governmental and public affairs. The contract will assist the City and County in advocating for resources to assist in the swift economic and community recovery from the Covid-19 pandemic. In addition the contract will facilitate the City and County in developing and advocating a federal agenda to include vital infrastructure projects, quality of life improvements, transportation enhancements, workforce and education programs, small and minority business support, protection and expansion of Montgomery's military footprint, and other efforts that will improve the economic and community well-being of the citizens of Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this __ day of April 2020.

City of Montgomery

Montgomery County Commission

By: _____
Its: STEVEN REED
Mayor
P.O. Box 1111
Montgomery, Alabama 36101

By: _____
Its: ELTON N. DEAN, SR.
Chairman, County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

MAY - 4 2020

April 30, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
Interim County Administrator

SUBJECT: Chemical Addictions Program

The Montgomery County Commission, at its meeting on April 20, 2020, agreed to place on the next agenda authorization of the transfer of FY20 funding from the Chemical Addictions Program (CAP) to Aletheia House.

I am requesting approval of this item.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

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:

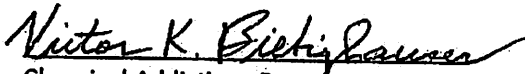
- 1) Aletheia House will take over operations effective December 15, 2019. The goal will be to provide a seamless transition for the clients and their family members.
- 2) CAP will request that the balance of funds in its contracts, less an amount that will be set aside for claims (approximately \$100,000-\$150,000), 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.


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


Aletheia House
Christopher W. Retan
Executive Director

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 5/4/2020 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			29,000	19,662	2,950	100	8,982	60,694
NC-2020-34	City of Montgomery, Neighborhood Svcs.	County Downs H.A.			250			250
	Total Appropriations 5/4/2020		0	0	250	0	0	250
	APPROPRIATED BUDGET BALANCE		29,000	19,662	2,700	100	8,982	60,444
	Interim Administrator	Date						

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			29,000	19,662	2,950	100	8,982	60,694
NC-2020-34	City of Montgomery, Neighborhood Svcs.	County Downs H.A.			250			250
	Total Appropriations 5/4/2020		0	0	250	0	0	250
	APPROPRIATED BUDGET BALANCE		29,000	19,662	2,700	100	8,982	60,444
	Interim Administrator	Date						

MAY - 4 2020

8-1

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 5/4/2020 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			25,900	65,000	55,500	23,000	51,000	220,400
	Total Appropriations 5/4/2020		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		25,900	65,000	55,500	23,000	51,000	220,400
	Interim Administrator	Date						

AGENDA

MAY - 4 2020

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 5/4/2020 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			217,617	108,900	97,800	124,791	98,610	80,500	728,218
DR-NC-2020-19	City of Montgomery, Neighborhood Svcs.	Highland Park N.A. for Senior Meal Prog.					1,500		1,500
	Total Appropriations 5/4/2020		0	0	0	0	1,500	0	1,500
	APPROPRIATED BUDGET BALANCE		217,617	108,900	97,800	124,791	97,110	80,500	726,718
	Interim Administrator	Date							

AGENDA

MAY - 4 2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY - 4 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
Position Number 500421125(Replace J James)
Pay Grade PC3 Pay Range 40,828 -61,002
Proposed Effective Date April 27, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date April 6, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/06/2020

Sherrill Thomas

Finance Director

Date 4/20/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 4/20/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAY - 4 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Lieutenant
Position Number 500422123(Replacement of Marian Williams)
Pay Grade PC4 Pay Range 45,842 - 68,493
Proposed Effective Date June 1, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date April 29, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/29/2020

Sherrill Thomas

Finance Director

Date 4/30/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tln

County Administrator

Date 4/30/20