

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JUNE 15, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:30 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Vice Chairman Walker. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen briefed the Commission on scheduled attendees.

Chairman Dean asked Director Christina Thornton with the City/County Emergency Management Agency to update the Commission regarding COVID-19.

PRESENTATION BY DIRECTOR CHRISTINA THORNTON WITH THE CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

City/County Emergency Management Agency Director Christina Thornton cited the current number of COVID-19 cases, testing and deaths in Montgomery County and the State of Alabama. Ms. Thornton provided each Commissioner with 500 disposable face masks and 100 reusable cloth masks to give to constituents in their districts who are in need.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen briefed the Commission regarding items on the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR MARJORIE BAKER WITH ONE PLACE FAMILY JUSTICE CENTER

Executive Director Marjorie Baker with One Place Family Justice Center briefed the Commission regarding an On-Site Partnership Agreement and Related Memorandum of Understanding. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement for Resurfacing Hyundai Boulevard from US-31 to US-331, Project# STPMN-5118(251), MCP 51-01-18, CPMS Ref.# 100064378 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding Amendment Number 1 to Contract with Midsouth Paving, Inc., regarding a one (1) year extension, beginning July 22, 2020 and ending on July 21, 2021 for high-performance asphalt cold patch, Contract Number 53000-19B-015. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding Amendment Number 1 to Contract with Wiregrass Construction Company, Inc., regarding a one (1) year extension, beginning July 22, 2020 and ending on July 21, 2021 for bituminous plant mix.

Mr. Speake updated the Commission regarding County resurfacing projects.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT HOLLY LEVERETTE

Director of Risk Management Holly Leverette briefed the Commission regarding proposed changes to the County's healthcare and dental plan. She recommended (1) removing the clause that mandates new employees be added to the HMP plan and allow all employees to have a choice between the two plans during open enrollment; (2) add Teledoc at a \$10 copay to the PPO plan; and (3) cover preventative and diagnostic services under the dental plan at 100% not subject to the \$25 deductible. After discussion, the Commission agreed to place these changes on the next agenda.

Mrs. Leverette briefed the Commission regarding a proposed change in the healthcare pharmacy provider and recommended a contract with Express Scripts for the County's Pharmaceutical benefits for 2020-2021 plan year effective January 1, 2021. After discussion, the Commission agreed to place this item on the next agenda.

Mrs. Leverette briefed the Commission regarding a proposed change of broker for CareHere Services and recommended moving the Agent of Record for CareHere to Alliance Insurance Group. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk stated that there are no events scheduled for the Commissioners at this time. She reminded the Commission to speak into their microphones so that the audience and citizens tuning in to Facebook Live could hear everyone.

PRESENTATION BY PRESIDENT ANNA BUCKALEW AND SENIOR VICE PRESIDENT OF EXTERNAL AFFAIRS SHERON ROSE WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE AND MR. JOHN STEINER WITH JERICHO ASSET MANAGEMENT

Mrs. Anna Buckalew, President of the Montgomery Area Chamber of Commerce, introduced Mr. John Steiner with Jericho Asset Management and volunteer for the Small Business Relief Fund Committee.

Mr. Steiner requested \$100,000 for the Recover Together Small Business Relief Fund. He stated that this effort, in conjunction with the Small Business Resource Hub, is providing outreach and resources to local businesses that are seeking to continue or resume operations following COVID-19-related impacts. Mr. Steiner explained that the objective of the Recover Together Relief Fund is to address the COVID-19 related economic impacts to the local economy, and it has been widely advertised. These collective efforts provide educational resources to area businesses about relief that may be available to them and guidance on how to apply for assistance. After discussion, the Commission agreed to place on the next agenda an appropriation of \$60,000 from the joint designated revenue account to the Montgomery Area Chamber of Commerce Foundation for the Recover Together Small Business Relief Fund.

Senior Vice President of External Affairs Sheron Rose with the Montgomery Area Chamber of Commerce requested funding in the amount of \$50,000 to publish and report to Montgomery County citizens on the status of the school system and its performance. Ms. Rose stated Montgomery Public Schools has established a vision and strategic plan that includes academic performance and facility improvement goals. After discussion, the Commission agreed to place on the next agenda an appropriation of \$50,000 from the joint designated revenue account to the Montgomery Area Chamber of Commerce.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen briefed the Commission regarding a Bid Award to Liberty Disposal, Inc., for dumpster rental and trash collection, Bid Number 51901-20B-017. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Interim Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Safe Guard Pest Services regarding a one (1) year extension, beginning September 1, 2020 and ending on August 31, 2021 for pest control services. After discussion, the Commission agreed to place this item on the next agenda.

Interim Administrator Cauthen briefed the Commission regarding a Bid Award to Bonded Filter Co., LLC dba BFC Solutions, for air filters and service, Bid Number 51901-20B-016. After discussion, the Commission agreed to place this item on the next agenda.

Interim Administrator Cauthen briefed the Commission regarding an Intergovernmental Agreement with the U.S. Marshals Service regarding an increase in per diem rates for housing federal inmates at the Montgomery County Detention Facility. After discussion, the Commission agreed to place this item on a future agenda.

Interim Administrator Cauthen presented a Position Fill Request from Community Corrections for an Administrative Assistant, Position Number 3000170106. After discussion, the Commission agreed to place this item on the next agenda.

Interim Administrator Cauthen presented a Position Fill Request from Information Technology for a Director of Information Systems, Position Number 220166001. After discussion, the Commission agreed to place this item on the next agenda.

Interim Administrator Cauthen requested that Information Technology Manager Rodney Smith be appointed Interim Director of Information Systems at Pay Grade A14, Step 6, effective July 1, 2020. After discussion, the Commission agreed to place this item on the next agenda.

Interim Administrator Cauthen presented a Position Fill Request from the Tax & Audit Department for a Revenue Compliance Officer, Position Number 810102001. After discussion, the Commission agreed to place this item on the next agenda.

Interim Administrator Cauthen informed the Commission that the contract with Moore-Zeigler Group, LLC, for implementation and management of the Minority and Women-Owned Business Initiative expires June 30, 2020. Commissioner Harris suggested putting out another Request for Proposal. There was no further discussion by the Commission.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

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

The Pledge of Allegiance was led by Commissioner Sankey.

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

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of June 1, 2020. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

CONSENT AGENDA

Interim County Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Interim County Administrator Cauthen. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Page 1, is attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED APPOINTMENT OF MONTGOMERY COUNTY COMMISSIONER DANIEL HARRIS, JR., TO THE ACCA LEGISLATIVE COMMITTEE

Commissioner Singleton made a motion to approve the Appointment of Montgomery County Commissioner Daniel Harris, Jr., to the ACCA Legislative Committee. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Committee Nominee Form, Agenda Page 1-1, is attached to these Minutes.)

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

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

REVENUE COMMISSIONER’S OFFICE – APPROVED CONTRACT FOR PROFESSIONAL SERVICES WITH DOMINION RESOURCES, LLC, REGARDING THE 2019 TAX YEAR TAX SALE

Vice Chairman Walker made a motion to approve the Contract for Professional Services with Dominion Resources, LLC, regarding the 2019 Tax Year Tax Sale. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 through 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ANNUAL MEMBERSHIP DUES FOR 2020 IN THE AMOUNT OF \$2,200 TO THE MONTGOMERY AREA BUSINESS COMMITTEE FOR THE ARTS, INC.

Vice Chairman Walker made a motion to approve the Annual Membership Dues for 2020 in the Amount of \$2,200 to the Montgomery Area Business Committee for the Arts, Inc. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies

of Letter, Membership Application, Invoice, and Membership Page, Agenda Pages 4-1 through 4-4, are attached to these Minutes.)

COUNTY COMMISSION – MISCELLANEOUS APPROPRIATIONS TO AGENCIES

There were no Miscellaneous Appropriations to Agencies. (Copy of Spreadsheet, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – MISCELLANEOUS APPROPRIATIONS TO EDUCATION

There were no Miscellaneous Appropriations to Education. (Copy of Spreadsheet, Agenda Page 6-1, is attached to these Minutes.)

COUNTY COMMISSION – MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

There were no Miscellaneous Appropriations from Designated Revenue. (Copy of Spreadsheet, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO LIBERTY CONSTRUCTION CO., LLC, FOR ELECTRICAL/PLUMBING UPGRADES FOR THE MONTGOMERY COUNTY YOUTH FACILITY

Commissioner Harris made a motion to approved Bid Award to Liberty Construction Co., LLC, for Electrical/Plumbing Upgrades for the Montgomery County Youth Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bid and Contract, Agenda Pages 8-1 through 8-7, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 5

Vice Chairman Walker made a motion to approve Budget Change Request Number 5, Engineering Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 9-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED ALLOCATION OF A CORRECTIONS OFFICER SERGEANT AND RELATED POSITION FILL REQUEST

Commissioner Singleton made a motion to approve Allocation of a Corrections Officer Sergeant and Related Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 10-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (8)

1. Administrative Support Associate, Position Number 500013239

2. Corrections Officer Trainee, Position Number 500419049
3. Corrections Officer Trainee, Position Number 500419224
4. Corrections Officer Corporal, Position Number 500425011
5. Corrections Officer Corporal, Position Number 500425028
6. Corrections Officer Corporal, Position Number 500425040
7. Corrections Officer Corporal, Position Number 500425043
8. Corrections Officer Corporal, Position Number 500425134

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-1 through 11-8, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Corporal, Position Number 550429111
2. Deputy Sheriff Sergeant, Position Number 550432034

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (2)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|-------------------------|------------------|
| 1. Personnel Department | Request Number 9 |
| 2. Tax & Audit | Request Number 9 |

Commissioner Harris made a motion to approve the Travel/Training Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED ON-SITE PARTNERSHIP AGREEMENT AND RELATED MEMORANDUM OF UNDERSTANDING FOR ONE PLACE FAMILY JUSTICE CENTER

Commissioner Harris made a motion to approve the On-Site Partnership Agreement and Related Memorandum of Understanding for One Place Family Justice Center. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum of Understanding, Agenda Pages 14-1 through 14-22, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO LIBERTY DISPOSAL, INC., FOR DUMPSTER RENTAL AND TRASH COLLECTION, BID NUMBER 51901-20B-017

Commissioner Harris made a motion to approve Bid Award to Liberty Disposal, Inc., for Dumpster Rental and Trash Collection, Bid Number 51901-20B-017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bid and Agreement, Agenda Pages 15-1 through 15-7, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton reminded everyone to complete their Census.

Commissioner Sankey had no comment.

Vice Chairman Walker had no comment.

Chairman Dean had no comment.

Commissioner Harris commented on his concerns about the increased number of cases of COVID-19 in Montgomery County. He urged everyone to follow safety guidelines like washing hands and wearing a face mask when out in public. Commissioner Harris also stated that the hospitals will soon be filled to capacity if numbers continue to increase.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on June 15, 2020, at 9:50 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

**MONTGOMERY COUNTY COMMISSION
MEETING DATE JUNE 15, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 5-29-2020	
Check Numbers: 293963 – 294043	Total Checks Paid: \$ 398,994.44

ACCOUNTS PAYABLE CHECKS DATED 6-4-2020	
Check Numbers: 294044 – 294152	Total Checks Paid: \$ 795,730.47

EFT's included in amounts

PAYROLL CHECKS DATED 6-5-2020	
Check Numbers: 134487 – 134565	Total: \$ 147,421.05
Direct Deposits	Total: \$ 1,458,362.41
Federal Deposits	Total: \$ 320,701.81
Total Payroll Paid	Total: \$ 1,926,485.27

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

JUN 15 2020

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On _____ (date), by majority vote of the
_____ (county) County Commission,
Judge / Chairman / Commissioner (circle one)
_____ (name) was appointed to serve
on the 2020-2021 ACCA Legislative Committee.

Signature _____
County Administrator

*Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax
(334-263-7678) before the August 1, 2020, deadline.*



www.mc-ala.org/da

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



(334)832-2550

AGENDA

JUN 15 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: June 10, 2020

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date is January 1, 2021. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, June 15.

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

attachment

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

401 Adams Avenue

P.O. Box 5690

Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

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

1. Applicant

Name Montgomery County Commission
Address 101 S. Lawrence St.
Montgomery, AL 36104
P.O. Box 1667
Phone # (334) 832-1259
Fax # (334) 832-2533
E-Mail

2. Implementing Agency

Name Montgomery County District Attorney's Office
Phone # (334) 832-2550

3. Authorizing Official

Name Elton N. Dean, Sr.
Title Chairman, Montgomery County Commission
Address 101 S. Lawrence St.
PO Box 1667
Montgomery, AL 36104
Phone # (334) 832-1259
Fax # (334) 832-2533
E-Mail eltondean@mc-ala.org

4. Project Director

Name Rhonda B. Cape
Address 100 S. Lawrence St.
Montgomery, AL 36104
Phone # (334) 832-2550
Fax # (334) 832-1615
E-Mail rhondacape@mc-ala.org

5. Financial Officer

Name Sherrill R. Thomas
Address 101 S. Lawrence St.
Montgomery, AL 36104
Phone # (334) 832-1268
Fax # (334) 832-2533
E-Mail sherrillthomas@mc-ala.org

6. Current Grants

Number: 19-WF-PR-006
Number:
Number:
Number:
Number:

7. Program Under Which Application is Made

Violence Against Women Act (VAWA)

8. Active membership in any Statewide associations or coalitions?

AL District Attorneys Assoc, AL State Bar Assoc, District Attorney Investigator Assoc, VOCAL, AL Coalition Against Domestic Violence, AL Coalition Against Sexual Violence, One Place Family Justice Center, Office of Prosecution Services

9. Name of the Project (Brief Descriptive Title)

Montgomery County Violence Against Women
Prosecution Unit

10. Total Grant Funds Requested

\$131,441.68

12. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No**11. FEIN:** 63-6001653**13. DUNS Number:**

99839086

14. Sam.gov Registration Expiration Date:

02/03/2021

15. Federal Congressional Districts Served:

2nd Congressional District

16. Organization Type (Check one which applies)

- | | | |
|--|--|--|
| ☐ State Agency | ☐ Public College or University | ☐ Private Not-for-Profit Agency |
| ☒ Local Government | ☐ Private College or University | ☐ Private For-Profit Company |
| ☐ Other Government Entity | ☐ Public Not-for-Profit Agency | ☐ Private Individual |

17. Project Summary: (Suitable for a news release pertaining to this project) More than one grant continue on next page

The Montgomery County Violence Against Women Prosecution Unit of the Montgomery County District Attorney's Office provides vertical prosecution and victim services advocacy of cases involving violence against women including domestic violence, sexual assault, and stalking. It provides education and training to members of the law enforcement community and other victims service agencies. It also promotes domestic violence awareness in the community at large.

2-2

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

1. The District Attorney Violence Against Women Prosecution Unit (VAWPU) provides specialized prosecution for female victims, who are 16 years and older, who are victims of domestic violence, sexual assault, stalking, and other violent crimes committed in Montgomery County, Alabama. This specialized prosecution helps victims follow through with the prosecution of their offenders and ensures that offenders are held accountable for their actions. The VAWPU seeks to ensure coordination between the District Attorney's Office, law enforcement and other agencies to successfully prosecute the offenses and hold perpetrators of violence against women accountable for their actions. We work to ensure victims receive all the tools and assistance they need for both their immediate and long-term safety. It is crucial that victims know about and have access to the best services available, including comprehensive victim advocacy and cross-referrals to other services. This helps ensure victim's safety and well-being throughout the prosecution process and beyond.
 - a. The primary purpose of the Violence Against Women Prosecution Unit (VAWPU) is to provide a designated Deputy District Attorney (DDA) and a Victims Service Officer (VSO) to prosecute cases that involve violence against women. The DDA represents women in court, status hearing, preliminary hearing, grand jury proceedings, trial, and any other hearings that may be set. The DDA and VSO communicate with victims about their cases, informing them of court dates, discussing their cases and their specific needs, and referring them to other appropriate service providers depending on their individual needs. The DDA and VSO keep in contact with victims through phone calls, text, and one-on-one meetings that happen in the office, or even outside the office. The DDA and VSO ensure the victim is informed every step of the process.
 - b. The VAWPU collaborates with other agencies to ensure victims receive all needed services, such as: counseling services, safe house information, shelter information, support, and other outreach or prevention information.
 - c. The VAWPU engages in numerous community outreach and education programs throughout the year. This involves speaking to the media with the goal of further educating the public about domestic violence, sexual assault, and other violent crimes against women.
2. The target service area is Montgomery County, Alabama. Montgomery County has an estimated population of 226,486 and is a mix of urban and rural areas. The City of Montgomery has an estimated population of 198,525 and is home to eight colleges and universities. Women make up 52.8 % of Montgomery County's population and about 20.1% of the people in the county live under the poverty level. In 2019, the Montgomery Police Department made contact with 914 victims of domestic violence and fielded 6,419 calls regarding domestic violence incidents. In 2019, the Montgomery County Sheriff's Office completed over 200 domestic violence reports. These numbers show there is a continuing need for the specialized prosecution offered by the VAWPU.

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

Grant Application – General Application Narrative

- a. The VAWPU provides prosecution in Circuit Court and education information to female victims of violent felonies that occur in Montgomery County. The VAWPU also provides these services in District Court to female victims of misdemeanor domestic violence occurring within Montgomery County and misdemeanor crimes of violence occurring within the municipality of the City of Montgomery which are transferred to District Court through a special program called TARGET.
3. Achievements from the last grant cycle include:
 - a. In 2019, the VAWPU prosecuted 268 misdemeanor level violence against women cases.
 - b. In 2019, The VAWPU prosecuted 151 felony level violence against women cases.
 - c. Services provided through prior STOP grant funding included dedicated prosecution in six Circuit Courts by a trained and dedicated DDA of violence against women felonies. STOP grant funding allowed the DDA to prosecute misdemeanor crimes of violence against women. Additionally, in prior years, STOP grant funding provided a dedicated Victims Service Officer (VSO). The VSO regularly communicated with the victims about their cases, attended court hearing with the victims, and assisted in helping victims get the needed referral services, before and even after trial has concluded.
 - d. The VAWPU participated in various community outreach and educational opportunities:
 - i. The VAWPU DDA and VSO attended monthly Domestic Violence task force meetings.
 - ii. The VAWPU DDA and VSO attended monthly Sexual Assault Prevention task force meetings.
 - iii. The VAWPU DDA and VSO participated in the multiagency domestic violence homicide reviews as part of the High Alert Lethality Team (HALT).
 - iv. The DDA read the Proclamation by the State Governor on the state Capital steps during the inaugural “eNOugh Event.” The DDA was the guest speaker at the St. John AME Church for Domestic Violence Awareness day. The VSO and DDA also set up a booth to provide education materials after the service. The DDA and VSO were guest speakers at the Alabama Counseling Associations (ALCA) Workshop on Domestic Violence, Sexual Assault, Rape, and Victim Services, held at the Renaissance Hotel. The VSO participated in a dialogue with the College of Health and Human Services students at Troy University. The DDA attended career day at Alabama State University and Cumberland School of Law. The DDA and VSO hosted a Teen Summit on Domestic Violence, Sexting, Sexual Assault, and Rape at Carver High School.
 - e. Utilizing an evidence-based prosecution style:

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

- i. The VAWPU uses additional evidence aside from victim testimony. Often, 911 calls, photographs, jail phone calls, text messages, phone call logs, videos, social media messages, and eyewitness and law enforcement testimony are used. Evidence is typically collected by law enforcement and requested by the DDA and VSO to enhance prosecution of violence against women offenders.
4. The VAWPU collaborates with other service providers, law enforcement, and other agencies within the criminal justice system to provide serves to women who are victims of violent crimes.
 - a. The VAWPU seeks to provide comprehensive services to victims, which will increase their likelihood of following through with prosecution. The VAWPU works with the One Place Family Justice Center and its multiple on-site partners including the Montgomery Police Department's Domestic Violence Unit, the Family Sunshine Center, Legal Services Alabama, the Faulkner University Family Violence Clinic, Standing Together Against Rape (STAR) program, SART/SANE, a Montgomery city magistrate, and Willow (the facility victim support dog), as well as several offsite partners. The VAWPU utilizes the services to ensure that victims receive services for both immediate needs, such as short-term housing, and for long-term needs, such as counseling and permanent protection from abuse orders. This holistic approach not only ensures that victims receive these crucial services but helps service providers (including the VAWPU) keep current contact information for victims to better communicate with them about their cases and ensures that victims are not falling through the cracks. This collaboration also provides enhanced security for victims, so that they can receive as many services at one time, and usually in one secure facility.
 - b. DDA Dennis is the current co-chair of the Montgomery County Domestic Violence Task Force. The Task Force meets monthly. The Task Force is comprised of representatives from more than a dozen agencies and service providers within the County, and surrounding counites. The Task Force meets monthly to discuss issues related to domestic violence and strives to complete at least one task or training each month to combat domestic violence in the community. The VSO from previous grants attended and participated in the meetings as well.

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

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

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

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

- c. To establish a community-based response concerning violence against women.
 - i. By actively participating in task forces, community groups, and promoting law reform.
 - ii. The DDA will continue to serve as co-chair of the Montgomery County Domestic Violence Task Force in order to maintain relationships with all involved agencies. The DDA will be involved in the Sexual Violence Prevention Task Force to partner with the Family Sunshine Center to stand against sexual assault and assist in identifying and implementing community-based outreach and prevention education opportunities within the service area.
2. The services rendered will be prosecution and related services to female victims, sixteen years old or older, of violent crime. This will include frequent communication with victims throughout the prosecution process, informing victims of their rights, and placing them in direct contact with other service providers for their individual needs.
3. The specific tasks and activities that grant funded staff will conduct during this project:
 - a. Providing vertical prosecution of violence against women crimes and associated victim services by
 - i. Representing victims at preliminary hearings, grand jury proceedings, status hearings, sentencing hearings, as well as trial.
 - ii. Communicating with victims in advance of court hearings, either by telephone, face to face meetings, text message, or email, depending on the individual needs of the victim.
 - iii. Attempting to contact victims within a week upon receiving a case from law enforcement in 95% of cases.
 - iv. Maintaining consistent communication and an open-door policy with victims, conducting specific victim preparation meetings prior to any hearings or proceedings so that the victim knows what to expect.
 - b. Public Outreach and Education
 - i. Speaking to students at local colleges and high schools, and other groups through various public avenues regarding violence against women, how to recognize these crimes, how to report the crimes, what the law is, and what victim services are available to victims and their family members. Assist in events with the Task Force and other agencies to bring awareness to area organizations about dealing with domestic violence and resources available for use to get victims the help and counseling they need. Help host programs at the Family Justice Center (FJC) open to the public to discuss domestic violence in the Montgomery community and have survivors share their stories.
 - ii. The DDA will attend at least two training conferences to fulfill CLE requirements and to learn information that can be helpful in the successful prosecution of violence against women cases.

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

- iii. Grant funding will be used to purchase educational materials and outreach items for the general public to increase awareness of domestic violence and what services the VAWPU provides. Items to be purchased may include but not limited to radio and/or television commercials, billboards, retractable banners, and a variety of other educational items such as pamphlets, posters and brochures.
- c. Community based response.
 - i. Provide at least one training seminar to local law enforcement agencies on the law, investigation and prosecution, and advocacy in relation to domestic violence, stalking, and sexual assault cases. Provide information to local agencies in the community that help victims of domestic violence, stalking, and sexual assault cases.
 - ii. Facilitate coordination between law enforcement agencies and other victim services agencies.
- 4. There are many long-term benefits to successful completion of this project. One major outcome will be greater consistency and continuity in prosecution and advocacy of violence against women cases, as well as increased victim trust in the criminal justice system. This will ultimately reduce recidivism and increase victim participation in prosecution while helping to reduce the number of violent crimes against women.
 - a. A safer community for women.
 - i. Increased successful prosecution of violence against women offenders keeps these offenders off the streets and reduced recidivism.
 - ii. Successful prosecutions send the message that violence against women will not be tolerated. This may lead to a decrease in the occurrences of these crimes if offenders know that they will be arrested, taken to court, and could possibly face incarceration.
 - b. A more educated community.
 - c. Giving victims the education and tools needed to leave their abusers and break the chain of abuse by learning how to identify and avoid abusive relationships will lead to a decrease in violent crimes against women.
- 5. The project will be tracked and evaluated through statistical data regarding the prosecution and community outreach efforts.
 - a. The number of collaborative meetings attended, the number of court hearings and victim meetings attended will be tallied monthly and quarterly. This will measure the success of the proposed project.
 - b. The DDA will use several recording tools including, but not limited to, Microsoft Excel and Word, monthly reporting and quarterly reporting templates.
 - c. With help, the DDA will collect and maintain the statistical data.
 - d. The statistical data will be collected each month in preparation for a quarterly grant report. The data will be collected by tabulating the number of court hearings, victim preparation meetings in advance of grand jury and court

Alabama Department of Economic and Community Affairs
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Grant Application – VAWA STOP Appendix

proceedings, and the number of task force meetings the DDA attends, as well as the number of public speaking engagements, and any other task that meets the objectives of this project.

6. Volunteers collaborate with the VAWPU in a variety of ways.
 - a. When available, the VAWPU utilizes law students as unpaid interns during the summers or for a semester of class credit. These interns assist with court preparation, legal research, and victim meetings.
 - b. The VAWPU works with Willow, the Courthouse Facility Dog, and her handler, to provide comfort for victims during court preparation, grand jury proceedings, and court hearing.



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

Program Name: VAWA

Subgrantee: Montgomery County Commission

Subgrantee #: _____

Funding Period: 1/1/2021 through 12/31/2021
Beginning Date End Date

	Budget Totals
Salaries:	\$ 76,019.04
Total Fringe:	\$ 28,560.76
Total Personnel:	\$ 104,579.80
Total Professional Services:	\$ 2,300.00
Total Travel Expenses:	\$ 5,000.00
Total Operating Expenses:	\$ 12,120.21
Equipment Expenses:	
Budget Reference (Description)	Unit Price
	Quantity
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Equipment Expenses:	\$ -
In-Kind Services:	
Personnel:	\$ -
Professional:	-
Travel:	-
Operating:	-
Equipment:	-
Total In-Kind Services:	\$ -

Total Project Cost: \$ 124,000.01

Project with 20% Match:	\$ 124,000.01
For ADECA use only: (Cash Split Ratio)	
ADECA/LETS (GMS %):	74.9999940%
Subgrantee (GMS %):	25.0000060%
For ADECA use only: (Cash and In-Kind Split Ratio)	
ADECA/LETS (GMS %):	74.9999940%
Subgrantee (GMS %):	25.0000060%

ADECA/LETS Share:	75.00%	\$ 93,000.00
Cash Match:	25.00%	\$ 31,000.01
In-Kind Match:	0.00%	\$ -
(VOCA Only) Match Waiver:	0.00%	\$ -
Total Match:	25.00%	\$ 31,000.01
Net Project:	100.00%	\$ 124,000.01

Signature: _____

(Certified Official)

Date: 6/10/2020

Updated 5/9/2020

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Program Name: VAWA

(VOCA Only) Purpose Area:

Category Totals

To Add More See Attachment 1B (Personnel):

Salaries Total:	\$	76,019.04
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FICA (Enter Amount Subject to FICA)	\$ 76,019.04		7.650%	\$ 5,815.46
SUI (First \$8,000 paid in a Calendar Year)	\$ -			\$ -
Workmans Comp	\$ -			\$ -
Health Insurance (DDA)	\$ 930.00	12	100.00%	\$ 11,160.00
Life Insurance	\$ -			\$ -
Retirement	\$ 76,019.04	1	15.24%	\$ 11,585.30
	\$ -			\$ -
				\$ -
				\$ -

Fringe Benefits Total: \$ 28,560.76

Total Personnel Expenditures:

\$ 104,579.80

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

Program: VAWA

PERSONNEL – Salaries:

1. Marianalyn Dennis, Deputy District Attorney (DDA) – 100%, \$76,019.04 annual, paid semi-monthly, Full-Time

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

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

PERSONNEL – Fringe:

FICA is calculated at 7.65% of gross salaries (\$5,815.46). Retirement is calculated at 15.24% of gross salary (\$11,585.30). Health Insurance is calculated at \$930 per month for twelve months (\$11,160.00).

Professional Services:

Speaker's fee (one) for half day law enforcement training - \$500
Speaker's fees (two) for full day law enforcement training - \$1,000; Hotel - \$800

The Professional Services expenses are tied to the goals/objectives in #1,3, 4 and the project tracking #5.

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

First conference, \$2,000 total: registration - \$500; Hotel - \$1,000; Mileage - \$250; Meals - \$250

Second conference, \$3,000 total: registration \$500; Flight - \$1,100; Hotel - \$1,000; Taxi/Uber - \$150; Meals - \$250

Grant Application:
Budget Narrative Section

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(Add Additional Pages as Necessary)

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

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

Operating Expenses: \$3,120.21 is requested for general office supplies as allowed by the grant guidelines.

Funding of \$9,000.00 is requested for items to promote Domestic Violence education and awareness. Projected items included are:

Two Domestic Violence Law Enforcement Training Seminars (the speaker fees are detailed separately under Professional Services):

Half Day Domestic Violence Law Enforcement Training Seminar:
Venue \$ 1,800

Full Day Domestic Violence Law Enforcement Training Seminar:
Venue \$ 3,600

Educational billboard/radio/television commercials \$ 3,000

VAWA brochures and posters \$ 600

All educational items will be presented to ADECA for approval before purchasing.

The VAWA DDA and other members of the DA Office participate in multiple speaking engagements and awareness events throughout the year where the brochures and posters would be utilized.

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

Equipment Expenses: N/A

Total Project Cost: \$124,000.01

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

Grant Application:
Budget Narrative Section

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(Add Additional Pages as Necessary)

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

The pay periods and associated pay dates are as follows:

<u>Pay Period</u>	<u>Pay Date</u>
January 1 – 15, 2021	February 1, 2021
January 16 – 31, 2021	February 16, 2021
February 1 – 15, 2021	March 1, 2021
February 16 – 28, 2021	March 16, 2021
March 1 – 15, 2021	April 1, 2021
March 16 – 31, 2021	April 16, 2021
April 1 – 15, 2021	April 30, 2021
April 16 – 30, 2021	May 14, 2021
May 1 – 15, 2021	June 1, 2021
May 16 – 31, 2021	June 16, 2021
June 1 – 15, 2021	July 1, 2021
June 16 – 30, 2021	July 16, 2021
July 1 – 15, 2021	July 30, 2021
July 16 – 31, 2021	August 16, 2021
August 1 – 15, 2021	September 1, 2021
August 16 – 31, 2021	September 16, 2021
September 1 – 15, 2021	October 1, 2021
September 16 – 30, 2021	October 15, 2021
October 1 – 15, 2021	November 1, 2021
October 16 – 31, 2021	November 16, 2021
November 1 – 15, 2021	December 1, 2021
November 16- 30, 2021	December 16, 2021
December 1 – 15, 2021	December 31, 2021
December 16 – 31, 2021	January 14, 2022

Budget Prepared By:

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

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

Rhonda B Cape 6/10/2020
 Signature Date

Sherrill R. Thomas 6/10/20
 Signature Date

Grant Application:
 Budget Narrative Section

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 (Add Additional Pages as Necessary)

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Resolution of Applicant for Matching Funds

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

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

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

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

Adopted this the 15th day of June, 2020

I, Florence Cauthen, Interim County Administrator
(Name) (Title)

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of June 15, 2020, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the 15th day of June, 2020

(Name)
Interim County Administrator
(Title)

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

SUBRECIPIENT NAME: Montgomery County Commission

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

AGREEMENT NO: _____ DUNS NO. 99839086

Signature Sherrill R. Thomas FEIN NO.: 63-6001653

Typed Name Sherrill R. Thomas

Title Financial Officer

Signature Rhonda B. Cape

Typed Name Rhonda B. Cape

Title Project Director

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

Authorizing Official: Elton N. Dean, Sr.

OFFICIAL SEAL
(if available)

Authorizing Official (Signature)

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

June 15, 2020
Date

MAILING ADDRESS for general information:

MAILING ADDRESS for CHECKS
(if different from general mail)

101 South Lawrence St.
Montgomery, AL 36104

Phone NO. (334) 832-1259



State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form

Montgomery County Commission

Address

101 S. Lawrence St.

City, State, Zip

Montgomery, AL 36104

Telephone Number

334 832-1259

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

Alabama Department of Economic and Community Affairs

Address

401 Adams Avenue / P.O. Box 5690

City, State, Zip

Montgomery, AL 36103-5690

Telephone Number

334-242-5897

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☒

Grant Proposal

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

☐

Yes

☒

No

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

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

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

☒

Yes

☐

No

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

State Agency / Department	Date Grant Awarded	Amount Received
ADECA (VAWA)	19-WF-PR-006, 12/06/2019	\$93,000.00
ADECA (VAWA)	18-WF-PR-006, 02/07/2019	\$91,563.00
ADECA (VAWA)	17-WF-PR-006, 10/03/2017	\$90,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copies of all required audits must be submitted to:

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

And an additional copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Official

Date

Revised May 23, 2017

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

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

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

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

Elton N. Dean, Sr., Chairman

(Type or Print Name and Title of Authorized Representative)

June 15, 2020

(Signature of Authorized Representative)

Date

Montgomery County Commission

(Name of Organization)

101 S. Lawrence St., Montgomery, AL 36104

(Address of Organization)

Certification Regarding Lobbying

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

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

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

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

Signature of Authorized Official

Chairman, Montgomery County Commission
Title

June 15, 2020

Date

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

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

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

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

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

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

Montgomery County Commission

Organization Name

Applicant or Grant Number

Elton N. Dean, Sr., Chairman

Name and Title of Authorizing Representative

June 15, 2020

Signature

Date

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

Equal Employment Opportunity Program Certification

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

Montgomery County Commission

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

Name: Florence Cauthen

Title: Interim County Administrator

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

June 15, 2020

(Signature of Authorized Official)

(Date)

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

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

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

(Signature of Authorized Official)

(Date)

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

Financial Questionnaire

Section I. General Information

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

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

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

Section II. Accounting System

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

Financial Questionnaire (continued)

Subgrantee: Montgomery County Commission

Subgrant Number : _____

Section III. Fund Control

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

Section IV. Additional Information

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

1. Date of the last audit August, 2019
2. Dates covered by the last audit From 10/01/2017 to 09/30/2018
3. Date of the next audit August 2020
4. Dates covered by the next audit From 10/01/2018 to 09/30/2019

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

Section V. Applicant Certification

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

Sherill R Thomas
Signature

6/10/2020
Date

Finance Director
Title



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

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

(A) In general

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

(B) Nondisclosure

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

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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

(C) Release

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

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

(D) Information sharing

(i) Grantees and subgrantees may share—

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

(ii) In no circumstances may—

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

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

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

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

<u>Elton N. Dean, Sr.</u>	<u>Chairman</u>
Typed Name of Authorized Representative	Title

Telephone Number 334 832-1259

	<u>June 15, 2020</u>
Signature of Authorized Representative	Date Signed

<u>Montgomery County Commission</u>
Agency Name

INTERAGENCY CONSULTATION AGREEMENT

This agreement between the agencies below is entered into on this 15th day of June, 2020, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

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

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

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

BY: _____
(Signature)

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

Montgomery County Commission
(Subgrantee Agency Name)

BY: Marjorie A Baker
(Signature)

Marjorie Baker, Executive Director
(Print Name & Title)

One Place Family Justice Center
(Victim Service Agency Name)

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

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



AGENDA

JUN 15 2020

May 21, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Y. Buskey, Revenue Commissioner 

CC: Florence Cauthen, Acting County Administrator

SUBJECT: Contract Approval – 2019 Tax Sale

I have enclosed for your review the proposed contract for professional services for Gary Boyd of Dominion Resources LLC to provide the following services (1) Conducting the tax sale, (2) Making available related consulting services, (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The payment of these services is included in our approved 2020 FY budget.

The contract is at \$3,700 or \$3.70 per parcel in the tax sale and capped at \$5,550. Travel and Food/Lodging will not be affected by the fee cap, but will be subject to the limitations contained in the contract. Mileage would be paid at a rate of .575 per mile (the current IRS standard) not to exceed 400 miles. As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

JYB/ah

Enclosures

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

3-1

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Resources LLC**, for professional services to be rendered by Dominion Resources LLC for the event of the 2019 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, July 8, 2020.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Resources LLC for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.70 per parcel for each parcel offered at the tax sale. Fees will not be less than \$3,700.00 (equivalent to 1,000 parcels) or greater than \$5,550.00 (equivalent to 1,500 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,500, fees will be capped at \$5,550.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .575 per mile (current IRS standard) not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$300.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

MEDIATION: If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Dominion Resources LLC.

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr. Date
Chairman
Montgomery County Commission

Gary W. Boyd, Sole Member Date
Dominion Resources LLC

AGENDA

JUN 15 2020



April 22, 2020

Montgomery County Commission
Chairman Elton Dean
101 South Lawrence St
Montgomery, AL 36104

Dear Chairman Dean:

We hope this letter finds you doing well during this time and you and your family are staying well. With support from members like you, the Montgomery Area Business Committee for the Arts (MABCA) continues to play a leading role in developing and promoting business support of and participation in the arts. As you know, involvement with the arts brings a direct economical benefit to business. The MABCA works to foster the relationship between business and the arts through its network and programs. A modest investment from each member creates a collective effort of significant impact. What one company could not achieve alone, the MABCA is able to accomplish on behalf of many. As we have seen during this time, the arts have been a great tool to create encouragement, entertainment and to fill the quality of life void that we are missing right now by sheltering at home. We have been amazed, but not surprised by the local arts organizations' responses to create online ways in which we all can still enjoy the arts, and its through your support that these organizations are able to do that for our citizens!

Your past support has contributed greatly to the success of this organization, which is now in its 41st year! Your **renewal this year is essential** as we continue to build the partnerships between business and the arts. Your membership level is based upon the number of your River Region employees and dues are billed annually for all member companies. We hope you will take a moment to review the enclosed Membership Dues Structure and renew Montgomery County Commission as a member of the MABCA.

In addition to our Annual Awards Luncheon, we will hold our members-only cocktail reception the evening before the luncheon and are involved with several significant projects and collaborations. This past year, the MABCA was thrilled to be the lead and partner on many projects such as the Rosa Parks Statue, Montgomery Plaza (formerly Klein Park) re-development, the State of Alabama's Bicentennial Park, *Nostre Luna* sculpture at MMFA celebrating our sister city Pietrasanta, Italy, City of Montgomery Bicentennial bus wraps, among others. As a member of MABCA you have access to the River Region PARTnership program and our *Art at Work* service. Your efforts through MABCA are making a tremendous impact in the River Region!

We hope you will join us for our **34th Anniversary of our Business in the Arts Awards Luncheon** that will take place **Thursday, November 5th at 11:45 AM at the Renaissance**. Please feel free to call me at 334-220-7604 should you have any questions. On behalf of the MABCA Board of Directors, we look forward to receiving your positive response.

Sincerely,

Ashley D. Ledbetter, Executive Director

BOARD OF DIRECTORS: Albert A. Allenback || Brad Armagost || G. Carlton Barker || Ronald C. Brown || Mark P. Bunting || Robert Burns || William D. Coleman || Gene C. Crane
A. Bruce Crawford || R. Guy Davis, Jr. || Arthur DuCote || John H. Foshee || Michael E. Galvin || Rusty Gregory || Barrie H. Harmon, III || Caryn C. Hughes || Lance Hunter
Rhon Jones || Pete Knight, Jr. || John W. "Billy" Livings || Lee Parks || Bruce Reid || Joe B. Riley || Sheron J. Rose || Dr. Quinton T. Ross, Jr. || Robert F. Runkle
Leslie Sanders || Justice William B. Sellers || J. Mark Snead, Jr. || Todd Strange || Jimmy Stubbs || Russell Tyner || Bob Vardaman || William E. Wallace || Cleo Washington
J. Cameron West || George R. Wilder
FOUNDER: Wynton M. Blount (1921-2002)
DIRECTOR EMERITUS: Robert S. Weil, Sr. (1919-2016)
EX-OFFICIO: Mayor Bill Gillespie || Mayor R. Allen Kelley || Jim L. Ridling || Mayor Jerry Willis
EXECUTIVE DIRECTOR: Ashley DuBose Ledbetter

2020 MABCA MEMBERSHIP APPLICATION

Please amend/correct your information below and return with your payment

COMPANY: Montgomery County Commission

CONTACT: Chairman Elton Dean

ADDRESS: 101 South Lawrence St

CITY, STATE, ZIP: Montgomery, AL 36104

PHONE:

FAX:

EMAIL:

AMOUNT ENCLOSED: _____

GUIDELINES FOR LEVELS OF SUPPORT

Total Employees	
Category V \$2,000	Over 250
Category IV \$1,100	101-250
Category III \$ 825	51-100
Category II \$ 600	11 to 50
Category I \$ 300	10 or fewer
Individual \$150	Individuals

Membership dues are figured at the discretion of each participating business and are tax-deductible since the MABCA is a not-for-profit organization with 501(c)(3) status.

Please make checks payable to: The Montgomery Area Business Committee for the Arts (MABCA) and mail to: MABCA/ P.O. Box 5177/ Montgomery, AL 36103-5177 (334)263-2224 office; mabca2@yahoo.com

Montgomery Area Business
Committee for the Arts
P.O. Box 5177
Montgomery, AL 36103-5177
334-263-2224
mabca2@yahoo.com
www.mabca.org

Invoice 2305



BILL TO
Montgomery County
Commission
Commissioner Elton Dean
100 S. Lawrence
Montgomery, AL 36104

DATE
04/22/2020

PLEASE PAY
\$2,200.00

DUE DATE
04/22/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Membership Dues	Annual Membership Dues for Current Year	1	2,000.00	2,000.00
	Vol. Sust. Fund	Voluntary Sustaining Fund Contribution	2,000	0.10	200.00

MABCA Tax ID 63-0792803, Please make checks payable to
MABCA- thank you for your support!

TOTAL DUE

\$2,200.00

THANK YOU.



montgomery area business
committee for the arts

MABCA Member Companies

AALOS	Jim Wilson & Associates
Alabama Power Company	Loeb & Company
Alabama State Council on the Arts	Longleaf Strategies
Alabama State University	MAX Credit Union
Aldridge Borden & Company	Mayor Todd Strange
Aronov Realty Management, Inc.	Merrill Lynch
AT & T	Montgomery Advertiser
Balch and Bingham, LLP	Montgomery Area Chamber of Commerce
Baptist Health	Montgomery County Commission
BBVA	Paul Robertson Photography
Beasley Allen Law Firm	Pickwick Antiques
BlueCross and BlueShield of Alabama	Regions Bank
Bob Vardaman Events Management	Renaissance Montgomery Hotel & Spa
Booster's Inc.	Renasant Bank
Caddell Construction	River Bank and Trust
Capell & Howard, P.C.	Sabel Steel
Charlie Stakely	ServisFirst Bank
City of Montgomery	STAMP Idea Group, LLC
City of Prattville	Stonehenge
City of Wetumpka	Synovus Bank
Cohen's Electronics and Appliances	The Locker Room
Colonial Companies	The Starke Agency, Inc.
Embassy Suites Hotel	The Jobs Company, LLC
Filet & Vine	Troy University
Foshee Architecture	Trenholm State Community College
Goodwyn, Mills & Cawood, Inc.	TRUIST
Harmon Dennis Bradshaw	Valley National Bank
Health Care Systems	Vintage Year Hospitality Group
Hodges Warehouse + Logistics	Walker 360
Huntingdon College	Warren Averett
Hyundai Motor Manufacturing Alabama	Wells Fargo
Jackson Hospital	WindCreek Hospitality
Jackson Thornton & Company	WSFA 12 News
Jim Ridling	

**Keep good company with these business
and community leaders supporting the arts!**

4-4

JUN 15 2020

6/15/2020

18

JUN 15 2020

6-1

JUN 15 2020

Arrence M. Canther 6/15/2020

May 29, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Lamar Allen
General Services Director

SUBJECT: Bid Award for Montgomery Youth Facility Electrical and Plumbing Repairs and Upgrades

Youth Facility electrical and plumbing repairs, including upgrades for power surge protection, new Uninterrupted Power Sources (UPS) for the detention controls, and replacement of rusted iron pipes in concrete floors, were bid and the lowest bid was \$295,000. The work to be performed at the Youth Facility is necessary and critical.

This project was budgeted in 2019 but could not be completed last year. The Youth Facility 2020 budget has \$94,000 available for this project. The construction fund has approximately \$125,000 that can be used for this project, leaving an additional \$76,000 needed for the project. We are requesting this funding be approved to complete this project.

I recommend that the bid be awarded to the low bidder Liberty Construction and that award of the bid in the amount of \$295,000 and related contracts be placed on a future agenda.



CERTIFIED BID TABULATION

**Electrical/Plumbing Upgrades for the Montgomery County Youth Facility,
1113 Airbase Blvd., Montgomery, AL**

Bid Date

May 12, 2020 at 2:00 p.m. CST

Bid Location

1113-B Airbase Blvd., Montgomery, Alabama

CONTRACTOR	Liberty Construction Co., LLC	Norris Building Company, Inc.	Stallings & Sons, Inc.
Address Phone GC Lic #	P O Box 211041 Montgomery, AL 36121 GC Lic. #41067	P O Box 20667 Montgomery, AL 36120 GC Lic. #11575-U	P O Drawer 70040 Montgomery, AL 36107 GC Lic. #12809
ADDENDA #1-5	Yes	Yes	Yes
LICENSE # ON ENVELOPE	Yes	Yes	Yes
ESTIMATED SALES TAX GIVEN	Yes	Yes	Yes
BONDING COMPANY OR BID DEPOSIT	Fidelity and Deposit Company of Maryland	Hartford Accident and Indemnity Company	Western Surety Company
BASE BID ON PROPOSAL	\$ 295,000.00	\$ 338,471.00	\$ 345,720.00
ENVELOPE ADJUSTMENT	\$ 0	\$ 0	\$ 0
ADJUSTED BASE BID	\$ 295,000.00	\$ 338,471.00	\$ 345,720.00
ALTERNATE #1 <i>Description on back of page</i>	\$ N/A	\$ N/A	\$ N/A
ENVELOPE ADJUSTMENT ALTERNATE #1	\$ N/A	\$ N/A	\$ N/A
Subtotal	\$ N/A	\$ N/A	\$ N/A
ALTERNATE #2 <i>Description on back of page</i>	\$ N/A	\$ N/A	\$ N/A
ENVELOPE ADJUSTMENT ALTERNATE #2	\$ N/A	\$ N/A	\$ N/A
TOTAL BID	\$ 295,000.00	\$ 338,471.00	\$ 345,720.00

CERTIFIED BID TABULATION - PAGE 2**Electrical/Plumbing Upgrades for the Montgomery County Youth Facility,
1113 Airbase Blvd., Montgomery, AL**Bid Date

May 12, 2020 at 2:00 p.m. CST

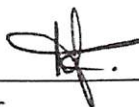
Bid Location

1113-B Airbase Blvd., Montgomery, Alabama

CONTRACTOR	CRL-Lovelady Construction, LLC		
Address Phone GC Lic #	890 Ravenwood Drive Selma, AL 36701 GC Lic. #41819		
ADDENDA #1-5	Yes		
LICENSE # ON ENVELOPE	Yes		
ESTIMATED SALES TAX GIVEN	Yes		
BONDING COMPANY OR BID DEPOSIT	Hartford Fire Insurance Company		
BASE BID ON PROPOSAL	\$ 379,500.00		
ENVELOPE ADJUSTMENT	\$ 0		
ADJUSTED BASE BID	\$ 379,500.00		
ALTERNATE #1 <i>Description on back of page</i>	\$ N/A		
ENVELOPE ADJUSTMENT ALTERNATE #1	\$ N/A		
Subtotal	\$ N/A		
ALTERNATE #2 <i>Description on back of page</i>	\$ N/A		
ENVELOPE ADJUSTMENT ALTERNATE #2	\$ N/A		
TOTAL BID	\$ 379,500.00		

I CERTIFY THAT THE ABOVE BIDS WERE RECEIVED SEALED AND WERE PUBLICALLY OPENED AND READ ALOUD AT THE TIME AND PLACE INDICATED AND THAT THIS IS A TRUE AND CORRECT TABULATION OF ALL BIDS RECEIVED FOR THIS PROJECT. I RECOMMEND AWARD OF THE CONTRACT FOR CONSTRUCTION TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AS SHOWN ABOVE, AS DETERMINED BY THE AVAILABLE FUNDS AND SUBJECT TO THE INSTRUCTIONS TO BIDDERS AND ANY APPLICABLE LAW.

Sworn to and subscribed before me this 12th day
of May, 2020.



Notary Public

My Commission Expires: November 22, 2022



D. Stanley Borden

Garner & Associates Engineering PC



BC Project No. N/A

CONSTRUCTION CONTRACT

- (1)
- (2) This Construction Contract is entered into this 12th day of May in the year of 2020,
(3) between the **OWNER(s)**,

Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36102

- (4) and the **CONTRACTOR**,

Liberty Construction Co., LLC
P O Box 211041
Montgomery, AL 36121

- (5) for the **WORK** of the Project, identified as:

Electrical and Plumbing Upgrades for the Montgomery County Youth Facility

- (6) The **CONTRACT DOCUMENTS** are dated March 4, 2020 and have been amended by

- (7) **ADDENDA**

Addendum number one (1) issued March 18, 2020, Addendum number two (2) issued April 1, 2020, Addendum number three (3) issued April 30, 2020, Addendum number four (4) issued May 7, 2020, and Addendum number five (5) issued May 11, 2020.

- (8) The **ARCHITECT** is

Garner & Associates Engineering PC
901 S. Perry Street
Montgomery, AL 36104

- (9) The **CONTRACT SUM** is Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) and is the sum of the Contractor's Base Bid for the Work and the following

- (10) **UNIT PRICES:**

- (11) The **CONTRACT TIME** is one hundred eighty days (180) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (ABC Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated

damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Technical Staff, Alabama Building Commission, and shall then be substantially completed within the Contract Time.

- (12) **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at Two Hundred Fifty Dollars (\$250) per calendar day.

- (13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)*

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

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

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

- (14) **STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No. 41067

Bid Limit: U

Classification: BC, HS, MU

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting

Numbers in margin correspond to "Checklist", ABC Form B-

for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(15) APPROVALS	CONTRACTING PARTIES
 By _____	 By _____ Name & Title <u>Josh Williams, Manager</u>
 STATE OF ALABAMA BUILDING COMMISSION <i>(Not required for locally-funded, SDE projects.)</i> By _____ Director, Technical Staff	 Montgomery County Commission Owner By _____ Name & Title _____

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

AGENDA

JUN 15 2020

Request Number: 5

DEPARTMENT: Engineering

REQUESTED BY: George Speake 6/8/2020
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 6/9/2020
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100.561	662,200	(5,000)	657,200
Repair and Maint. Constr Equip	111-53199.232	9,500	5,000	14,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 671,700	\$ 0	\$ 671,700

JUSTIFICATION: To realign budget for Repair and Maint. Construction Equipment.

JUN 15 2020



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

May 11, 2020

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Detention Facility Sergeant Promotion

I am hereby requesting a Sergeant promotion at the Detention Facility due to the fact that one of my Correction Officers, Jason Brosius, was promoted to Sergeant recently and continues to work at our Fleet Maintenance Shop equipping all our vehicles with blue lights and law enforcement equipment. As you are aware, personnel at our Fleet Maintenance Shop are still assigned to the Detention Facility; however, with Sergeant Brosius' new promotion, we are in need of a Sergeant to work in the Detention Facility to handle the day-to-day duties of a Detention Sergeant.

Please place this matter on the next agenda as this matter is time sensitive.

Thank you!

DC/crv

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

POSITION FILL REQUEST- BUDGETED VACANCY

JUN 15 2020

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

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013239 (Replace B Blake)
 Pay Grade A03 Pay Range 25,630 - 38,294
 Proposed Effective Date June 22, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 2, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 2, 2020
 Employee Benefit Manager

Sherrill Thomas Date 6/2/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/3/2020
 County Administrator

JUN 15 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419049 (Replace S Greenwood)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date June 22, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 8, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 9, 2020

Sherrill Thomas

Finance Director

Date 6/10/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/10/2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419224 (Replace F. Taggart)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date June 22, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 2, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 2, 2020
 Employee Benefit Manager

Sherrill Thomas Date 6/3/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/3/2020
 County Administrator

JUN 15 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425011(Replace M Gardner)
 Pay Grade PC2 Pay Range 35,097- 52,440
 Proposed Effective Date June 22, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 10, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 10, 2020
 Employee Benefit Manager

Sherrill Thomas Date 6/10/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/10/2020
Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

JUN 15 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425028 (Replace Jeff Gourdine)
 Pay Grade PC2 Pay Range 35,097- 52,440
 Proposed Effective Date June 22, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 10, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 10, 2020
 Employee Benefit Manager

Sherrill Thomas Date 6/10/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/10/2020
Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

JUN 15 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425040 (Replace J Brosius)
 Pay Grade PC2 Pay Range 35,097- 52,440
 Proposed Effective Date June 22, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 10, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 10, 2020

Sherrill Thomas

Finance Director

Date 6/10/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/10/2020

POSITION FILL REQUEST- BUDGETED VACANCY

JUN 15 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425043 (Replace D Riley)
 Pay Grade PC2 Pay Range 35,097- 52,440
 Proposed Effective Date June 22, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 10, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 10, 2020

Sherrill Thomas

Finance Director

Date 6/10/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/10/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN 15 2020

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Corporal

Position Number 500425134 (Replace B Davis)

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

Proposed Effective Date June 22, 2020

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 2, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 2, 2020

Sherrill Thomas

Finance Director

Date 6/3/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 6/3/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN 15 2020

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal
Position Number 550429111 (Replace M. Malone)
Pay Grade PS2 Pay Range 45,754 - 54,816
Proposed Effective Date June 22, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 2, 2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 2, 2020
Employee Benefit Manager

Sherrill Thomas Date 6/3/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/3/2020
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN 15 2020

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Sergeant
 Position Number 550432034 (Replace B Harrison)
 Pay Grade PS3 Pay Range 54,122 - 66,733
 Proposed Effective Date June 22, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 10, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 10, 2020
 Employee Benefit Manager

Sherrill Thomas Date 6/10/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/10/2020
Interim County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

JUN 15 2020

Date: May 8, 2020
To: Montgomery County Commission
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: August 6, 2020 Return Date: August 7, 2020
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the Global Leadership Summit

Traveler (s) Name: 1. Monica Hill 4. _____
2. Henry Jackson 5. _____
3. Kaila Matney 6. _____

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

Total (est.) Cost: \$507.00 Advance Registration Required: \$507.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: \$169.00/person

To: Carmen Douglas, Personnel Director

From: Montgomery County Commission

The above request is app. 5/18/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$507.00 and advance registration of \$507.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$22,000.00</u>
Approved Requests:	<u>\$14,378.95</u>
Budget Available:	<u>\$7,621.05</u>
Current Requests:	<u>\$507.00</u>
Budget Balance:	<u>\$7,114.05</u>

Montgomery County Commission

Reviewed by: S. Thomas

Date: 5/11/2020

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

JUN 15 2020

Date: 03/17/2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: 07/10/2020 Return Date: 07/10/2020

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST CRE Special Issues For Sales And Use Tax Examination Course.
Attendees Will Each Earn 8 CPE Hours That Will Apply Toward Their 2020 CRE
Certification Requirements.

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

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

Total (est.) Cost: \$962.40 Advance Registration Required: \$600.00

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

Additional Comments: Registration \$600 Total. Lodging \$0. Meals \$45 Total. Mileage \$317.40 Total.
ALTIST CRE Program Course Sponsored by Auburn University
Government & Economic Development Institute.

To: Terri Henderson, Revenue Manager

From: Montgomery County Commission

The above request is app. 4/6/2020 reimbursement of actual and necessary expenses in the
approximate amount of \$962.40 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$5,359.22</u>
Budget Available:	<u>\$7,490.78</u>
Current Requests:	<u>\$962.40</u>
Budget Balance:	<u>\$6,528.38</u>

Montgomery County Commission

Reviewed by: S. Thomas

Date: 3/25/2020

cc: Finance Director / Buyer

AGENDA

JUN 15 2020

Memorandum of Understanding (MOU)

Agency (s):

Onsite and Community Partners (Comprehensive)

Grant:

ADECA

Signatures

Elton Dean
Steven Reed
Daryl Bailey
Ernest Finley
Kelly McTear
Guy E. Lescault
Derrick Cunningham
Sharonda Pettway
Tay Knight
Jannah Bailey
Donna Marietta
Walter P. White
Tim Anderson
Pam Hall
Debbie W. Lynn
Lewis Franklin Sr.
Tony A. Garrett
Michael Murphree
Jana Zuelzke
Marjorie Baker

Date:

June 2020



ONE PLACE FAMILY JUSTICE CENTER

Partnership Agreement

On-Site & Community Partners

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking, human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

In April 2019, One Place Family Justice Center, began the administration and operation of the Standing Together Against Rape (STAR) program, formerly of the Lighthouse Counseling Center. Founded in 1974 by the Montgomery Chapter of the National Council of Jewish Women, the program operates sexual assault services for persons of all ages in nine River Region counties to include: Montgomery, Autauga, Elmore, Lowndes, Butler, Crenshaw, Dallas, Wilcox and Perry counties. STAR provides a 24/7 Crisis hotline, forensic medical exams, referral services, advocacy, prophylactic treatment for STDs, pregnancy prevention (not termination), replacement clothing for apparel taken during examination process, toiletries, and sexual assault awareness for the community and first responders. STAR has expanded to include pediatric acute sexual assault examinations performed by trained Sexual Assault Nurse Examiners (SANE).

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.

ONE PLACE FAMILY JUSTICE CENTER
530 SOUTH LAWRENCE STREET • MONTGOMERY, ALABAMA 36104-4612
(334) 262-7378 OFFICE • (334) 263-3525 FAX • WWW.ONEPLACEFJC.ORG



INTENT

Through partnerships with professionals and other service providers, One Place will serve as a centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from various disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will receive the services they need to avoid further abuse and to repair their lives and prepare themselves for lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its mission and vision. The mission of the One Place Family Justice Center is to provide a comprehensive service and support center which affords greater safety, access to services, and confidentiality for victims and families by co-locating services under one roof. The vision of One Place Family Justice Center is to: reduce homicides; increase victim safety; empower victims; reduce fear and anxiety for victims and their children; Reduce recantation and minimization; wrap the victim in services, and hold offenders accountable.

ONE PLACE FAMILY JUSTICE CENTER
530 SOUTH LAWRENCE STREET • MONTGOMERY, ALABAMA 36104-4612
(334) 262-7378 OFFICE • (334) 263-3525 FAX • WWW.ONEPLACEFJC.ORG

14-3



One Place Family Justice Center Partners

Montgomery County Commission
City of Montgomery
Montgomery County District Attorney's Office
Montgomery County Task Force on Domestic Violence (MCTFDV)
Montgomery Police Department – Domestic Violence Unit (MPD-DVU)
Montgomery County Sheriff's Office
Montgomery County Department of Human Resources (DHR)
Montgomery Area Family Violence Program, Inc., DBA Family Sunshine Center (FSC)
Child Protect
Montgomery Area Council on Aging (MACOA)
Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)
Faulkner University Thomas Goode Jones School of Law
Legal Services Alabama (LSA)
United States Attorney's Office, Middle District of Alabama (USAO-MDAL)
Family Guidance Center of Alabama
Helping Montgomery Families Initiative
Victims of Crime and Leniency (VOCAL)
Montgomery Area Mental Health Authority
Easter Seals
Medical Advocacy and Outreach (MAO)
Butterfly Bridge Children's Advocacy Center

ONE PLACE FAMILY JUSTICE CENTER
530 SOUTH LAWRENCE STREET • MONTGOMERY, ALABAMA 36104-4612
(334) 262-7378 OFFICE • (334) 263-3525 FAX • WWW.ONEPLACEFJC.ORG

14-4

DESCRIPTION OF PARTNER AGENCIES

MONTGOMERY COUNTY DISTRICT ATTORNEY'S OFFICE is the chief prosecuting body for Montgomery County and spearheaded the effort to open One Place. The Montgomery County District Attorney's Office coordinates the serving of its Violence Against Women Unit with One Place. Staff includes: Deputy District Attorney trained in prosecution of Domestic Violence cases who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court; an Administrative Assistant who assists the Unit, and a Victim Services Officer who assists the victim throughout the legal process by providing information immediately after the crime, attending court with the victim and coordinating regular meetings with the victim and the prosecutor. Through the efforts of the Unit, the TARGET program diverts cases from Municipal Court to District Court. The Unit accepts misdemeanor cases from Municipal Court and prosecutes them in an expedited manner. The Montgomery County District Attorney's Office continues to address the problems of lack of awareness, lack of reporting, fear of the judicial system and delays in prosecution. By working closely with Montgomery law enforcement agencies, One Place Family Justice Center's Standing Together Against Rape (STAR) program, and the Family Sunshine Center (FSC), the Unit has been able to improve services available to the victim before and after prosecution. The Unit itself continues to focus on victim awareness and self-confidence as the case navigates through the judicial system.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -The MCTFDV, established in 1994, meets monthly to address coordination of services and emerging issues. The monthly meetings are held at the One Place Family Justice Center.

CHIEF OF POLICE AND MONTGOMERY POLICE DEPARTMENT- DOMESTIC VIOLENCE UNIT, (MPD-DVU) - The MPD-DVU is a city-funded Bureau in the Patrol Division. The officers are assigned to the DVU to ensure victim safety, offender accountability, and collection of evidence to facilitate prosecution. To reduce the incidence and severity of family violence, the DVU has established arrest of offenders as the preferred means of intervention when the officer has probable cause to believe a crime has occurred. The DVU developed and operates TARGET, a nationally recognized program, which identifies high-risk cases with a lethality factor involving firearms and directs them to a special District Court docket for prosecution. The TARGET program is the only program of its kind in the State of Alabama and is recognized as a model by the National Crime Prevention Council and the United States Department of Justice. MPD also collaborates with the USAO-MDAL to implement Alabama ICE, a program aimed to reduce gun violence in Montgomery County.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) -The mission of the Montgomery County Sheriff's Office (MCSO) is to provide the best possible law enforcement protection and service for Montgomery County. They strive to keep the citizens and the communities of Montgomery County as safe as possible. They work diligently with the various departments within the Montgomery County Courthouse, the Montgomery County District Attorney's Office, and other agencies dedicated to the prosecution of criminals in Montgomery County.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) – The Montgomery County Department of Human Resources receives reports of children, elderly and physically or mentally disabled adults unable to protect themselves and known or suspected to be a victim of abuse, neglect, or exploitation. DHR provides them protective services. Where serious physical abuse or sexual abuse has occurred or is suspected, DHR follows established procedures for investigation in cooperation

with the appropriate local law enforcement and prosecution authorities. DHR supports and funds the Family Assessor program provided to assess high-risk families with allegations regarding domestic violence and incorporate different community services to keep the family safe and together when possible.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., DBA FAMILY SUNSHINE CENTER (FSC) – The FSC offers immediate safe shelter – both emergency and secure transitional living, counseling, advocacy, case management, prevention and outreach programs for victims of domestic violence. FSC also operates the SAIL program, funded by the Alabama Department of Human Resources, to bring services of domestic violence specialists to persons applying for public assistance and the Family Assessor program. The Family Assessor receives DHR referrals in child protective cases with suspected family violence, conducts assessments of victims and perpetrators, and offers options to help adult victims protect themselves and care for their children. The FSC VOCA funded staff provides advocacy with public and private agencies as a major part of family violence victims' case plans. To prevent survivors from being forced to return to an abusive relationship due to financial hardship, the FSC developed and operates the Exodus Community, an income-based transitional living program for survivors of domestic violence and their families. Exodus is funded by HUD, the City of Montgomery, and corporate and private donors.

CHILD PROTECT - Child Protect, a local non-profit incorporated in November 1989, supports children who are victims of abuse through the investigation and management of their cases in a non-threatening environment. Child Protect receives referrals from the Department of Human Resources and law enforcement agencies. Child Protect refers child victims of abuse to the One Place Family Justice Center's STAR program for forensic exams, advocacy, and follow up services. They sponsor a Multi-Disciplinary Task Force to collaborate with local agencies on the best practices and avenues for each specific case deferred to the agency. Services are provided at no charge to families. Child Protect is designed to meet the child's need for warmth, support and protection by providing a friendly environment where children are interviewed about the abuse by specially trained forensic interviewers. They also offer play therapy, teen counseling, and group counseling to individuals who have been interviewed.

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - MACOA was founded in 1972 to assist senior citizens by providing services to promote independent living, by offering opportunities to enhance quality of life, and by increasing community awareness of senior issues. Its diverse services address the needs of older persons who desire to actively participate in volunteer, educational, and recreational activities as well as the poor, disabled, lonely, and/or disadvantaged. In some cases, MACOA's activities provide the warmth of family and home and, in many others; they provide the hope, motivation, enjoyment, and means to live independently.

MACOA provides programs and activities for more than 2,500 seniors each month in a five-county area including Montgomery. This includes Meals-On-Wheels, senior activity centers, transportation programs, homemaker services, information and referral, and volunteer services. Their skilled caseworkers and volunteers are concerned with senior issues affecting individuals, families, and seniors particularly. They provide services, identify needs, serve as the first line of reporting, make referrals, and counsel seniors and their loved ones about the multitude of issues that confront older Americans on a daily basis.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) - The Air Force Family Advocacy Program is a congressionally mandated program offering community outreach, prevention and intervention services to active duty military and their family members where

family violence (adult partner maltreatment & child maltreatment) may be occurring. Active duty military and their family members, who have been referred to the FAP due to a domestic abuse/violence incident, occurring either on-base or off-base, are seen by the FAP for an initial assessment and offered appropriate counseling services. Services include individual and group counseling. Referrals to other community agencies may also be an outcome of the initial assessment. The FAP will offer initial assessment follow-up and/or appropriate referral information to military retirees and their beneficiaries. The community outreach component is dedicated to getting information out to military commanders, unit leadership, active duty members, family members, school personnel, child-care workers, chaplains, military law enforcement and special investigators and military clubs and organizations, about the issue of family violence. The goal is to inform and educate the military community about family violence to offer resources for prevention services or intervention services in situations where family violence may be occurring.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- Jones School of Law is a private Christian school in Montgomery, Alabama that offers clinical legal education through its Family Violence Clinic, Elder Law Clinic, Mediation Clinic and Externship Program. In these legal clinics, qualified law students provide pro bono, civil legal services to clients in Montgomery County for academic credit under the supervision of the directors who are members of the law faculty and experienced, licensed attorneys. Specifically, since 2005, the Family Violence Clinic ("the Clinic") has worked in close collaboration with Legal Services Alabama, the Family Sunshine Center and the Montgomery County Domestic Violence Task Force to counsel and represent victims of domestic violence in actions for civil protection orders. The Clinic presently operates at One Place Family Justice Center and routinely collaborates with all partner organizations on client referrals and services.

LEGAL SERVICES ALABAMA (LSA) - LSA is a statewide program comprised of eight offices throughout the state of Alabama. LSA provides holistic, direct civil legal representation to low-to-moderate income individuals and families in the areas of consumer protection, housing, public benefits, and domestic violence. The scope of LSA advocacy places an emphasis on litigation on behalf of domestic violence victims (including protection from abuse, divorce, child custody, and child support cases), and clients with housing, consumer, public benefits, state and federal tax issues, community re-entry (i.e. voter rights restoration), education, as well as civil legal help to the elderly and veterans. LSA receives a grant through the Alabama Department of Economic and Community Affairs (ADECA) to provide an attorney in its Montgomery Office to represent clients in several adjacent rural counties. LSA and its attorneys have been members of the Montgomery County Domestic Violence Task Force since 1994 and maintains close relationships with the Family Sunshine Center, Jones School of Law, the Montgomery Police Department, The Montgomery Sheriff's Department and the Office of the Montgomery County District Attorney. LSA has also received funding from the Alabama State Bar's IOLTA program, specifically to hire an attorney in its Montgomery office to represent domestic violence victims; grants from the U.S. Department of justice, office on Violence Against Women, that funded an attorney in its Montgomery office to provide additional representation to domestic violence victims. Currently, LSA houses two staff attorneys at One Place Family Justice Center in order to assist victims in all civil legal matters. LSA receives funding for these attorneys as a sub-recipient of One Place Family Justice Center's VOCA grant through the Alabama Department of Economic and Community Affairs (ADECA).

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) - The United States Attorney's Office for the Middle District of Alabama will partner with One Place Family Justice Center in their collaborative effort to centralize the response to domestic violence and human

trafficking issues and services. The USAO-MDAL, in collaboration with the Montgomery Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives, coordinates the Alabama ICE program, a Project Safe Neighborhoods initiative, working to stop the destructive cycle of gun crime.

FAMILY GUIDANCE CENTER OF ALABAMA (FGC) - The FGC is a private, non-profit family service agency dedicated to strengthening families. They partner with families, organizations and communities through an accessible comprehensive system of coordinated programs and services designed to enable people of all ages in Alabama to envision and achieve their goals. The FGC has operated a variety of services to strengthen families, including counseling, childcare management, Big Brothers/Big Sisters and the Center for Families. A significant number of clients are, or have been, involved in a domestic violence situation. FGC offers counseling services for individuals, families, couples, children, adolescents and groups. The FGC assesses for suicide/homicide ideation and makes appropriate referrals/interventions.

HELPING MONTGOMERY FAMILIES INITIATIVE (HMF) - The Helping Montgomery Families Initiative is a project of the Montgomery County District Attorney (DA) in partnership with Montgomery County Public Schools (MPS). The collaboration includes: local law enforcement, healthcare professionals, mental health, social services, faith-based organizations, juvenile justice agencies, and other organizations with the primary focus of intervening in the lives of school children that have been suspended from school, but not charged with a criminal offense. The primary focus of HMF is to meaningfully intervene in the lives of suspended students and their families by identifying the root causes of problems that impede the child's ability to behave appropriately in a learning environment. This focus extends to issues that negatively impact the overall level of family functioning. HMF links such students and their families to the appropriate community services. HMF utilizes a Multi-Disciplinary Team comprised of fourteen representatives from both the public and not-for-profit sector that provide services to families and children. In addition, HMF has 49 partnerships with other community organizations that provide services to children and families and serves as referral sources.

VICTIMS OF CRIME AND LENIENCY (VOCAL) - VOCAL was organized in 1982 to create a system recognizing victims' rights. VOCAL's goal has been to balance the scales of justice by giving crime victims those same rights as offenders. VOCAL has approximately 1,900 members throughout the State. The organization has expanded its advocacy to include free counseling from a certified counselor, support at trials and parole hearings, crime scene cleanup, death notification, informing the victims of their rights and apprising the public of the plight of crime victims. Police departments and the District Attorney's Victim Service Officers utilize VOCAL's staff and volunteers, who are available around the clock for death notification, crime scene cleanup, and crisis counseling.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY - The Montgomery Area Mental Health Authority, Inc. (MAMHA) is a quasi-public non-profit mental health agency whose mission is to provide quality mental health services within our service area, with the assurance that these services will be provided in a manner that respects individual dignity, promotes recovery, and enhances consumer, family and provider partnership. MAMHA provides mental health services for children and adolescents in Montgomery and the surrounding area. MAMHA provides complete mental health services to include intake (assessment), treatment planning, recovery planning, individual and group therapy and psychiatric care where appropriate.

EASTER SEALS CENTRAL ALABAMA (ESCA) - ESCA is a private, non-profit organization, established in Montgomery, Alabama since 1961. Their mission is to provide quality life-enhancing

programs and services to meet the individual needs of consumers. In 2019, the organization served more than 1,500 consumers in more than 24 counties in Alabama. ESCA is an affiliated United Way agency and is an accredited facility by the Commission on Accreditation of Rehabilitation Facilities (CARF). ESCA currently manages and operates twelve unique community programs including:

- **Janice Capilouto Center for the Deaf (JCCD)**, a program that serves people who are deaf and hard of hearing, providing them job readiness training, job placement, interpreting services and community awareness.
- **Community Assisting the Re-use of Equipment (CARE)**, a program that helps local community members acquire refurbished medical equipment and assistive technology equipment at no-cost.
- **Learning Disabilities Evaluation** a program that helps consumers with disabilities return to college.
- **Vocational Evaluation**, assists in determining an individual's interests, aptitudes, abilities, and limitations to help the individual determine life goals and employment desires.
- **Vocational Training**, including Certified Nurse Assistant certification, industrial sub-contracting and job readiness, and life skills training.
- **Job Placement Services**
- **Speech Therapy**, for adults and children
- **Senior Community Service Employment Program**, putting seniors back to work in the community.
- **Bridgeways for Kids Child Development Center**, an inclusive environment for children with disabilities.
- **21st Century Learning Center**, after school care program serving disadvantaged children in the poorest county in Alabama.

ESCA also houses Excel Rehabilitation, a private program that provides pediatric occupational therapy. In addition, ESCA partners with many different state and nonprofit agencies in the community, such as Alabama Department of Rehabilitation Services, Alabama Institute for the Deaf and Blind, Family Guidance Center, Alabama Department of Mental Health, Volunteer and Information Center, Family Sunshine Center and many others.

INTER-AGENCY COMMITMENTS TO THE FAMILY JUSTICE CENTER

Each partner's role and responsibility will include providing resources, either through time, in-kind contributions, or grant funds. Some partners will provide full-time or part-time staff members to be located within OPFJC and other partners will be located off-site but will provide services at the Family Justice Center on a contract or case-by-case basis.

MONTGOMERY COUNTY COMMISSION - In order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse, the Montgomery County Commission will provide approximately 9,366 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL., also known as County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Police Department or other non-profit organizations occupying the building. As per an analysis by the Montgomery County Appraisal Department, the fair market value of the office space provided is \$11.79 per square foot per year for a value of \$110,425 (9,366 x \$11.79). The In-Kind value of services provided include the following Information Systems support: \$4,623 (Century Link \$2,549, phones \$634, and assistance \$1,440). The total value of the In-Kind services and rental value equals \$115,048. The Montgomery County Commission will also maintain at least one seat on the One Place Family Justice Center Board of Directors.

THE CITY OF MONTGOMERY- Partners with One Place Family Justice Center to provide services to residents of Montgomery County who are victims of domestic violence, sexual assault, human trafficking and child and elder abuse. The City of Montgomery will provide 22.5% of the executive director's salary and benefits, as well as all janitorial services for the One Place facility. The City of Montgomery will also maintain at least one seat on the OPFJC Board of Directors. The City of Montgomery is the fiscal agent, and administrator of all funds and activities for the City of Montgomery, Alabama. The City of Montgomery operates as a mayor-council form of government. The city is comprised of nine members, representing the legislative branch of government.

MONTGOMERY COUNTY DISTRICT ATTORNEY - The Family Justice Unit of the Montgomery District Attorney's Office will prosecute all Domestic Violence misdemeanor cases in the Montgomery County District Court and all Domestic Violence felony cases in the Montgomery County Circuit Court. The Victim Service Officer will provide victims with the necessary support and information to navigate and understand the criminal court process as their case goes through each step. In addition to the Unit's personnel, the Unit will facilitate the opening of the Family Justice Center and make in kind contributions as needed.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -The Family Justice Center is an initiative of the MCTFDV. The Task Force will hold its monthly meetings at the One Place Family Justice Center facility and each One Place Family Justice Center partner agency shall be members of the Task Force.

MONTGOMERY POLICE DEPARTMENT - DOMESTIC VIOLENCE UNIT (MPD-DVU) -The Montgomery Police Department Domestic Violence Bureau is seeking to improve its systematic approach to Domestic Violence and Stalking by collaboration through the Family Justice Center Initiative. The Montgomery Police Department's mission is to end domestic violence by assuring victim safety, offender

accountability, and collection of evidence to facilitate prosecution in these cases. In support of this coordinated community concept, the Montgomery Police Department will commit its entire Domestic Violence Bureau, consisting of four (4) investigators, and resources to the Family Justice Center full-time. In addition to the domestic violence personnel and the Volunteer In Police Service (VIPS), the MPD commits to the use of computers and office equipment assigned to the bureau and the MPD chaplain will be on call to assist onsite as needed.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) - The Montgomery County Sheriff's Office is committed to diligently responding to domestic violence calls, assisting domestic violence victims in an attempt to break the cycle of domestic violence and/or prosecuting offenders by assuring accountability through our court system. In order to better the service the Montgomery County Sheriff's Office provides to the victims, the Sheriff's Office is committed to supporting the Family Justice Center by utilizing any services within the center.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - DHR will be an off-site partner. DHR will provide one Family and Children's Social Worker, on-call as needed for consultation, case review, or follow-up services for abused and neglected children; one Adult Services Social Worker available as needed for consultation, case review, or follow-up services for adults in need of protective service. DHR shall assist in coordinating the delivery of appropriate individual and family services as may be necessary to families who are victims of domestic violence and who are also in need of protective services. DHR and Family Sunshine Center have an interagency agreement that provides for a Family Violence Assessor placed within the Child Welfare program to work with families where domestic violence has occurred and protective services are needed. DHR will collaborate with other agencies and organizations in the planning and development of a coordinated approach in the provision of services and prevention of family violence in Montgomery County. DHR will assist in developing the criteria and procedures and in providing a safe site to enable supervised visitation for domestic violence victims' children who are receiving services through the Family Justice Center.

DHR will provide in-service training at the request of One Place Family Justice Center to staff and volunteers in regard to programs and services available through DHR for victims of domestic violence.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., d/b/a FAMILY SUNSHINE CENTER (FSC) - FSC will provide advocacy, referral and support services to victims of domestic violence, sexual assault, dating violence, stalking and elder abuse. FSC will also provide court advocacy, risk assessment, and safety planning. Off-site services will include emergency shelter care, medical services at the shelter clinic for shelter residents, secure transitional living services and residential counseling services. FSC will collect and share monthly statistical data with One Place Family Justice Center for grant reporting purposes.

CHILD PROTECT - Child Protect provides referrals to One Place Family Justice Center for child forensic examinations and advocacy services. Child Protect assists in facilitating the One Place Family Justice Center's STAR program trainings for forensic nurses and volunteer advocates.

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - MACOA will participate in all Family Justice Center activities concerning senior citizens. MACOA social workers and volunteers will be made available to assist with assessment, counseling, senior services, and referral. Services in

individual homes and at the One Place Family Justice Center will be provided as needed. MACOA is located within a few blocks of the One Place Family Justice Center and can meet anticipated needs through an on-call relationship.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) – An FAP staff member will be available at the One Place Family Justice Center to provide information to military family members, active duty members and retirees who are victims of domestic violence crimes. The FAR staff representative will operate under Air Force Instruction 40-301 in handling all issues of privacy and confidentiality. These guidelines will apply to any military or civilian employees representing MGAFB at the One Place Family Justice Center. The onsite representative will ensure the active duty member, family member or retiree is aware of the FAR and any services available through MGAFB. The FAR staff representative will also act as a referral liaison to the FAR or to a civilian TriCare approved provider. Medical follow-up is available for military healthcare beneficiaries. The onsite representative will be familiar with medical resources available at the MGAFB 42nd Medical Group. Routine medical evaluations can be accomplished for both adult and child victims. Forensic exams are not available at MGAFB. There is a TriCare referral mechanism in place for referring beneficiaries to the appropriate resource. The FAR staff member will work in conjunction with MCTFDV in the area of education and prevention. The FAR staff member will be available to teach dynamics of domestic violence, parenting education, and how to access the legal system from the beginning, including how to obtain a restraining order. The FAR staff member will ensure information is made available to the military community about the dynamics of domestic violence, child abuse prevention, effective parenting and effective communication. When necessary, the 4.2nd Medical Group Alcohol & Drug Awareness & Prevention program will offer substance abuse assessment and treatment to active duty military. Family members of active duty military can receive an assessment followed by a referral for appropriate treatment of an identified alcohol/drug abuse/dependence diagnosis. An FAR staff member and/or any member of 42nd Medical Group Mental Health Clinic may offer briefings throughout MGAFB which highlight the effects of domestic violence and offer information about the FAR. Information about the FJC and services available through that center will be incorporated into domestic violence education and awareness briefings.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- Under faculty supervision, second- and third-year law students participating in the Family Violence Clinic conducted by Jones School of Law will meet clients at the One Place Family Justice Center, who are seeking protection orders pursuant to the Protection from Abuse Act and will provide pro bono legal counsel and representation to domestic violence victims in these cases and in other related areas of civil practice. The Clinic will be offered during fall and spring academic semesters, and clinic faculty will provide services as necessary for emergency cases when students are not available.

LEGAL SERVICES ALABAMA (LSA) - LSA will commit to providing access to attorneys who will represent victims in family law matters, as well as civil cases involving housing, consumer, public benefits, employment, elder law, and taxes. In addition to its general client service field grant from the Legal Services Corporation, LSA receives grants specifically designed to provide services to clients with housing problems, facing or victimized by mortgage foreclosure, clients with tax problems, including victims who may be eligible for innocent spouse or injured spouse relief, as well as elderly clients and veterans. LSA has been the recipient of a Legal Assistance to Victims (LAV) grant from OVW.

The grant currently funds an attorney in Montgomery to exclusively represent victims of domestic violence, dating violence, stalking, and sexual assault by providing a broad range of holistic legal representation. Specifically, this attorney will work in close partnership with the Family Sunshine Center and One Place Family Justice Center. Additionally, LSA will be available to see clients on a regular basis at locations of their choosing, including the One Place Family Justice Center. Furthermore, LSA serves as the primary conduit for referring cases to the Alabama State Bar Volunteer Lawyers Program. Through those services, LSA will be able to recruit special panels of attorneys in private practice to augment and supplement the direct services provided by LSA's staff attorneys. Finally, with eight offices throughout the state, providing legal representation to clients in all 67 counties, LSA has the capacity to represent Montgomery area clients with civil legal problems anywhere in Alabama, with the possibility of making referrals to other legal services programs in other states.

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) - The USAO-MDAL will assign a staff person to be on-site at least four hours per month. The USAO-MDAL will continue to appoint a representative to the MCTFDV to attend monthly meetings. The USAO-MDAL will make every effort to develop a baseline of federal domestic violence crime prosecutions arising from Montgomery County or in which the victim resides in Montgomery County. The USAO-MDAL, in conjunction with its Alabama ICE partners, agree to train Montgomery County and Montgomery Municipal Court prosecutors in the elements necessary to use domestic violence convictions and protection orders in federal felony gun prosecutions. The USAO-MDAL agrees the Alabama ICE Task Force will continue to target domestic violence offenders who can be charged under federal gun crime statutes. The USAO-MDAL will allow a law enforcement representative of the FJC to attend weekly Alabama ICE Task Force meetings in an effort to improve coordination of domestic violence related gun cases and increase their prosecution. The USAO-MDAL will continue to provide its usual services to victims in federal cases involving domestic violence. The USAO-MDAL, through its Victim-Witness Coordinator, will coordinate training related to services provided by the Family Justice Center for victim service providers in Montgomery County. The USAO-MDAL will collaborate with local partners on training programs targeting youth and how they can be safer in their own neighborhoods and communities through its Project Safe Neighborhoods/Alabama ICE partners. The USAO-MDAL will continue to collaborate with the FAP at MGAFB for family violence victims of federal crimes. The USAO-MDAL will continue to prosecute federal misdemeanor crimes related to family violence that are within its jurisdiction.

FAMILY GUIDANCE CENTER (FGC) - FGC will offer a wide range of services, including: family advocacy, career development and parenting training on a weekly basis. On an as-needed basis, the counseling program will offer counseling services utilizing counseling interns and regular staff; weekly group therapy addressing such areas as stress management, assertiveness, "inner child" work and other issues; assessments that utilize assessment tools, including depression inventories, child depression inventories, relationship scales, attachment scales, personality inventories and MAPP (Multidimensional Addictions and Personality Profile) in cases of suspected substance abuse problems.

HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) - HMFI staff will work in partnership with the One Place Family Justice Center and serve as a primary referral source for families and children to receive needed services in a setting that would help eliminate transportation to

multiple sites, which is a significant barrier for at-risk families in this community. In addition, HMFI will serve as a link between the One Place Family Justice Center and HMFI's currently existing community partners.

VICTIMS OF CRIME AND LENIENCY (VOCAL) -VOCAL will be an active partner who provides a safe place near the One Place Family Justice Center for out-of-town victims of violent crimes and their families to reside overnight when they are in Montgomery County, attending court or parole hearings. Such violent crimes include: domestic violence, dating violence, sexual assault, and stalking.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY (MAMHA) - will be available for intake processing, treatment planning, and individual counseling, as well as consulting and screening for mental illness. MAMHA will increase onsite staff to two-days-per-week if necessary.

EASTER SEALS - As a partner agency, Easter Seals would receive referrals from the Center and ensure seamless services for domestic violence victims in our community. Through a referral to ESCA, victims would have the opportunity to access several of our programs listed above, once connected with appropriate funding sources.

MONTGOMERY AIDS OUTREACH, INC. d/b/a MEDICAL ADVOCACY & OUTREACH (MAO)- The Montgomery AIDS Outreach (MAO) was founded by concerned and inspiring Montgomery, AL residents since 1987. By summer 1987, the original volunteer staff was actively providing much needed HIV/AIDS education to the community and respite/hospice care to those who were diagnosed with AIDS. AS HIV/AIDS research findings began to inform public knowledge, care needs and treatment options, MAO was transformed into the largest healthcare organization of its kind in South Alabama – saving lives one person at a time.

In partnership with One Place Family Justice Center, MAO will work closely with the STAR program to provide HIV testing, counseling, post-exposure prophylaxis (PEP) medications and follow-up to sexual assault victims who present within 72 hours of an assault. This partnership will ensure no victim is overlooked for possible exposure to HIV/AIDS.

BUTTERFLY BRIDGE CHILDREN'S ADVOCACY CENTER- The Butterfly Bridge Children's Advocacy Center, or BBCAC, a nonprofit organization, services child abuse victims in Autauga, Elmore and Chilton counties. The children of these counties can receive specialized services at a center full of childhood comforts in their own community. Onsite, a specialized staff conducts forensic interviews at the request of local law enforcement and DHR, coordinates the local multidisciplinary team, and provides therapy for children and advocacy throughout the life of the case in the criminal justice system.

In partnership with One Place Family Justice Center, BBCAC will work closely with the STAR program to refer children who need forensic evidence collected, photographs of child abuse and wellness examinations to ensure the child is healthy. Both teams work together for multidisciplinary teams and SANE training.



One Place Family Justice Center Partners
Memorandum of Understanding
Updated June 2020

This MOU signed by all agency officials is indicative of project partner's commitment to work together to achieve stated project goals. The collaboration service area includes Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes and Montgomery counties in the State of Alabama.

By the signatures listed below, it is a commitment on each project partners' part to work together to achieve the project goals, activities and tasks. Each project partner reviewed this Memorandum of Understanding prior to signing.

Signature
Montgomery County Commission

Printed Name

Date

Signature
City of Montgomery

Printed Name

Date

Signature
Montgomery County District
Attorney's Office

Printed Name

Date

Signature
Montgomery Police Dept. –
Domestic Violence Unit (MPD-DVU)

Printed Name

Date

Signature
Faulkner University
Thomas Goode Jones School of Law

Printed Name

Date

Signature
Legal Services Alabama, Inc.

Printed Name

Date

Signature
Montgomery County Sheriff's Office

Printed Name

Date

Signature
Montgomery County Department
Of Human Resources (DHR)

Printed Name

Date

Signature
Montgomery Area Family Violence
Program d/b/a Family Sunshine Center

Printed Name

Date

Signature
Child Protect

Printed Name

Date

Signature
Montgomery Area Council on Aging
MACOA

Printed Name

Date

Signature
Family Guidance Center of Alabama

Printed Name

Date

Signature
Helping Montgomery Families
Initiative

Printed Name

Date

Signature
Victims of Crime and Leniency
VOCAL

Printed Name

Date

Signature
Montgomery Area Mental Health
Authority

Printed Name

Date

Signature
Easter Seals Central Alabama
ESCA

Printed Name

Date

Signature
Maxwell-Gunter Air Force Base
Family Advocacy Program (MGAFB FAP)

Printed Name

Date

Signature
U.S. Attorney's Office,
Middle District of Alabama

Printed Name

Date

Signature
Montgomery County Task Force
on Domestic Violence (MCTFDV)

Printed Name

Date

Signature
Medical Advocacy and Outreach
MAO

Printed Name

Date

Signature
Butterfly Bridge Children's
Advocacy Center

Printed Name

Date

Signature
One Place Family Justice Center

Printed Name

Date



ONE PLACE FAMILY JUSTICE CENTER

Partnership Agreement

On-Site & Community Partners

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking, human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

In April 2019, One Place Family Justice Center, began the administration and operation of the Standing Together Against Rape (STAR) program, formerly of the Lighthouse Counseling Center. Founded in 1974 by the Montgomery Chapter of the National Council of Jewish Women, the program operates sexual assault services for persons of all ages in nine River Region counties to include: Montgomery, Autauga, Elmore, Lowndes, Butler, Crenshaw, Dallas, Wilcox and Perry counties. STAR provides a 24/7 Crisis hotline, forensic medical exams, referral services, advocacy, prophylactic treatment for STDs, pregnancy prevention (not termination), replacement clothing for apparel taken during examination process, toiletries, and sexual assault awareness for the community and first responders. STAR has expanded to include pediatric acute sexual assault examinations performed by trained Sexual Assault Nurse Examiners (SANE).

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.

ONE PLACE FAMILY JUSTICE CENTER
530 SOUTH LAWRENCE STREET • MONTGOMERY, ALABAMA 36104-4612
(334) 262-7378 OFFICE • (334) 263-3525 FAX • WWW.ONEPLACEFJC.ORG



INTENT

Through partnerships with professionals and other service providers, One Place will serve as a centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from various disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will receive the services they need to avoid further abuse and to repair their lives and prepare themselves for lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its mission and vision. The mission of the One Place Family Justice Center is to provide a comprehensive service and support center which affords greater safety, access to services, and confidentiality for victims and families by co-locating services under one roof. The vision of One Place Family Justice Center is to: reduce homicides; increase victim safety; empower victims; reduce fear and anxiety for victims and their children; Reduce recantation and minimization; wrap the victim in services, and hold offenders accountable.

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One Place Family Justice Center Partners

Montgomery County Commission

City of Montgomery

Montgomery County District Attorney's Office

Montgomery County Task Force on Domestic Violence (MCTFDV)

Montgomery Police Department – Domestic Violence Unit (MPD-DVU)

Montgomery County Sheriff's Office

Montgomery County Department of Human Resources (DHR)

Montgomery Area Family Violence Program, Inc., DBA Family Sunshine Center (FSC)

Child Protect

Montgomery Area Council on Aging (MACOA)

Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)

Faulkner University Thomas Goode Jones School of Law

Legal Services Alabama (LSA)

United States Attorney's Office, Middle District of Alabama (USAO-MDAL)

Family Guidance Center of Alabama

Helping Montgomery Families Initiative

Victims of Crime and Leniency (VOCAL)

Montgomery Area Mental Health Authority

Easter Seals

Medical Advocacy and Outreach (MAO)

Butterfly Bridge Children's Advocacy Center

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14-20

MONTGOMERY COUNTY COMMISSION - In order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse, the Montgomery County Commission will provide approximately 9,366 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL., also known as County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Police Department or other non-profit organizations occupying the building. As per an analysis by the Montgomery County Appraisal Department, the fair market value of the office space provided is \$11.79 per square foot per year for a value of \$110,425 (9,366 x \$11.79). The In-Kind value of services provided include the following Information Systems support: \$4,623 (Century Link \$2,549, phones \$634, and assistance \$1,440). The total value of the In-Kind services and rental value equals \$115,048. The Montgomery County Commission will also maintain at least one seat on the One Place Family Justice Center Board of Directors.



One Place Family Justice Center Partners
Memorandum of Understanding
Updated June 2020

This MOU signed by all agency officials is indicative of project partner's commitment to work together to achieve stated project goals. The collaboration service area includes Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes and Montgomery counties in the State of Alabama.

By the signatures listed below, it is a commitment on each project partners' part to work together to achieve the project goals, activities and tasks. Each project partner reviewed this Memorandum of Understanding prior to signing.

_____ Signature Montgomery County Commission	_____ Printed Name	_____ Date
_____ Signature City of Montgomery	_____ Printed Name	_____ Date
_____ Signature Montgomery County District Attorney's Office	_____ Printed Name	_____ Date
_____ Signature Montgomery Police Dept. – Domestic Violence Unit (MPD-DVU)	_____ Printed Name	_____ Date
_____ Signature Faulkner University Thomas Goode Jones School of Law	_____ Printed Name	_____ Date
_____ Signature Legal Services Alabama, Inc.	_____ Printed Name	_____ Date

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: June 8, 2020

RE: Invitation to Bid: 51901-20B-017
Dumpster Rental and Trash Collection

Request approval of award on the above referenced Invitation to Bid to the only responsible Bidder, Liberty Disposal, Inc., in the amount of \$97,396.00, to be placed on the agenda.
(Copy of Spreadsheet attached.)

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

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 29 Bids Emailed										
INVITATION TO BID NO: 51901-20B-017										
DATE ISSUED: May 21, 2020										
DATE OPENED: June 5, 2020										
REQUESTING DEPARTMENT: Montgomery County Commission										
TERMS OF PAYMENT / DISCOUNT:										
DELIVERY DATE:										
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1	BID # 2	BID # 3	BID # 4	BID # 5
1	Annex I: 132 Adams Ave Size: 8 CY; Pick-up 3 Days Per Week	1	12	\$ 300.00	\$ 3,600.00	Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Matthew Brigrace 334-202-0880 Minority Business Owned X Yes No	Waste Management NO BID			
2	Annex II: 125 Washington Ave. Size: 4 CY; Pickup: 2 Days Per Week	1	12	\$ 125.00	\$ 1,500.00					
3	Youth Facility: 1111 Air Base Blvd. Size: 8 CY; Pick-up 3 Days Per Week	1	12	\$ 270.00	\$ 3,240.00					
4	Davis Treatment Center: 1111 Air Base Blvd. Size: 8 CY; Pick-up 3 Days Per Week	1	12	\$ 270.00	\$ 3,240.00					
5	Montgomery County Jail: 225 S. McDonough Size: (2) 8CY; Pick-up 1 Day Per Week	2	12	\$ 258.00	\$ 3,096.00					
6	Probate/Revenue East: 5449 Atlanta Hwy Size: 4 CY ; Pick-up 1 Day Per Week	1	12	\$108.00	\$ 1,296.00					
7	Probate/Revenue West: 3075 Mobile Hwy. Size: 4 CY; Pick-up 1 Day Per Week	1	12	\$108.00	\$ 1,296.00					
8	Probate/Revenue South: 3425 McGhee Rd Size: 4 CY; Pick-up 1 Day Per Week	1	12	\$75.00	\$ 900.00					
9	Sheriff Office Firing Range: 6900 Janet Warner Rd Size: 8 CY; Pick-up 1 Day Per Week	1	12	\$110.00	\$ 1,320.00					

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:														
INVITATION TO BID NO: 51901-20B-017														
DATE ISSUED: May 21, 2020														
DATE OPENED: June 5, 2020														
REQUESTING DEPARTMENT: Montgomery County Commission														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	BID # 1	BID # 2		BID # 3		BID # 4		BID # 5	
10	AL. Cooperative Extension Service: 5340 Atlanta Hwy Size: 2 CY; Pick-up 1 Day per week	1	12	\$ 75.00	\$ 900.00	Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Matthew Brigrance 334-202-0880 Minority Business Owned X Yes No	Waste Managemrnt NO BID							
11	Flatwood Community Center: 360 Williams Dr. 90 Gallon Roll-out Container, Pick-up 1 Day Per Week	1	12	\$ 25.00	\$ 300.00									
12	K-9 Unit: 129 K-9 Way .50 yard Residential Trash Container; Pick- up 1 day Per Week	1	12	\$ 25.00	\$ 300.00									
13	Engineering Shop: 1800 Terminal Rd. Size: 8 CY; Pick-up 1 Day Per Week	1	12	\$ 95.00	\$ 1,140.00									
14	Pike Rd Maintenance Camp Size: 8 CY; Pick-up 1 Day Per Week	1	12	\$ 95.00	\$ 1,140.00									
15	Community Corrections 301 Adams Avenue Size: 6CY; Pickup 1 Day Per Week	1	12	\$90.00	\$ 1,080.00									
16	Butler Community Center 3865 Butler Court Size: 4 CY; Pickup 1 Day Per Week	1	12	\$90.00	\$ 1,080.00									
17	Montgomery County Fleet Maintenance Shop 1872 Terminal Road Size 8 CY; Pickup 1 Day Per Week	1	12	\$95.00	\$ 1,140.00									

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:										BID # 1		BID # 2		BID # 3		BID # 4		BID # 5			
INVITATION TO BID NO: 51901-20B-017										Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Matthew Brigrance 334-202-0880 Minority Business Owned X Yes No		Waste Managemnt NO BID									
DATE ISSUED: May 21, 2020																					
DATE OPENED: June 5, 2020																					
REQUESTING DEPARTMENT: Montgomery County Commission																					
TERMS OF PAYMENT / DISCOUNT:																					
DELIVERY DATE:																					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT																
18	Ramer Maintenance Camp																				
	Open Top Size 20 CY Pic-up when requested																				
	Haul Charge	1	24	\$ 225.00	\$ 5,400.00																
	Landfill Cost Per Ton	1	24	\$ 49.00	\$ 1,176.00																
19	Courthouse, 251 South Lawrence Street																				
	20 CY Double End Pick-up Self Contained, Every Other Week																				
	Haul Charge	1	52	\$ 225.00	\$ 11,700.00																
	Landfill Cost Per Ton	1	67	\$ 50.00	\$ 3,350.00																
20A	Ramer Transfer Station - District III Headquarters (New)																				
	Rental and Container, Size 40 CY; Pick-up Every Tuesday & Friday																				
20B	Ramer Transfer Station - District III Headquarters (Reconditioned)																				
	Rental and Container, Size 40 CY; Pick-up Every Tuesday & Friday	1	12	\$500.00	\$ 6,000.00																
	Haul Charge	1	104	\$275.00	\$ 28,600.00																
	Landfill Cost Per Ton	1	208	\$49.00	\$ 14,602.00																
	Total Cost of Items 1-17				\$ 26,568.00																
	Total Cost of Items 18,19, 20B				\$ 70,828.000																

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CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of July, 2020, between Liberty Disposal, Inc. of Hayneville, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Liberty Disposal, Inc. agrees to furnish Dumpster Rental and Trash Collection Service for Montgomery County Buildings, Items 1-19 and 20B (refurbished) of the bid, in accordance with all the provisions of Invitation to Bid No. 51901-20B-017, as issued by the Montgomery County Commission on May 21, 2020 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Liberty Disposal, Inc. and Montgomery County Commission agree as follows:

1. That Liberty Disposal, Inc. will haul and dispose of non-hazardous and non-infectious solid waste for the locations in Montgomery County.
2. That the period of the contract will be for one (1) year, beginning July 1, 2020 and ending June 30, 2021, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. That Montgomery County Commission and Liberty Disposal, Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice by either party.
4. That Liberty Disposal, Inc. will furnish Dumpster Rental and Trash Collection Service at prices stipulated in the Invitation to Bid and prices shall remain firm during this contract period.
5. That Liberty Disposal, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
6. That Montgomery County Commission may add other locations, as needed during the period of the contract.
7. That Liberty Disposal, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers

and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Liberty Disposal, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Liberty Disposal, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Liberty Disposal, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of 1st day of July 2020.

WITNESS:

LIBERTY DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

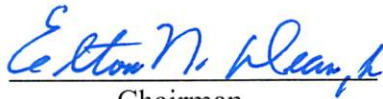
TITLE: _____

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 6, 2020, at 8:30 in the morning.



Interim Administrator



Chairman