

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

NOVEMBER 16, 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 Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on scheduled attendees.

PRESENTATION BY TRAINING AND EXERCISE COORDINATOR GARY BARRON WITH THE CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

Training and Exercise Coordinator Gary Barron with the City/County Emergency Management Agency cited the current number of COVID-19 cases, testing and deaths in Montgomery County and the State of Alabama.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on items on the agenda.

Commissioner Harris requested to add an additional item to the miscellaneous appropriations from his agencies account that was on the agenda.

PRESENTATION BY CHAIRMAN BUDDY SNIPES WITH THE BOARD OF REGISTRARS

Chairman Buddy Snipes, Chairman of the Board of Registrars, presented an Agency Agreement with the Secretary of State for the National Voter Registration Act postcards and related Resolution. 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 updated the Commission regarding resurfacing of Dozier Road. He noted that the contractor has finished the paving, but the striping has not been completed. The shoulders are be grassed this week. Mr. Speake stated that this project will finish up the 2020

road improvement projects and they are working on getting the 2021 projects ready to let for bids next year.

PRESENTATION BY GRANT WRITER REGINA WALKER

Grant Writer Regina Walker briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 20FIL for the Montgomery County Sheriff's Office (FY2020 - \$10,700). After discussion, the Commission agreed to waive rules and add this item on the agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

Mrs. Hawk informed the Commission that audio/visual upgrades to the chamber and conference room would begin today and should be completed by the end of the week. She explained that cameras will be installed so that meetings can be streamed on the County's website, YouTube, and Facebook. Chairman Dean asked if the meetings can be aired on television. Mrs. Hawk said that she would research the issue.

Mrs. Hawk presented a Service Agreement Amendment with Diligent Corporation for the iCompass Meeting Manager Pro Software to add four additional trackers to streamline with the electronic agenda. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen presented Amendment Number 1 to Contract with Montgomery Armored Car Service, Inc. for armored car services. The Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a Resolution regarding the 2021 Annual Holiday Schedule. The Commission agreed to place this item on the next agenda.

Administrator Cauthen presented the Employee Recognition and Appreciation Luncheon Program and related 2020 budget. After discussion, the Administrator Cauthen stated that she would verify whether a virtual program would be acceptable to meet the requirements of the expenditure and present this information at the next meeting.

Administrator Cauthen informed the Commission that the terms of board members of the Central Alabama Regional Planning and Development Commission (CARPDC) have expired. Commissioner Sankey stated that he would like to continue serving on the board if the meeting days are held according to a set schedule. Commissioner Harris said that he would like to discuss this item at the next meeting.

Administrator Cauthen informed the Commission that Charles Powe's term on the Montgomery County Parks and Recreation Board will expire on December 4, 2020. Commissioner Sankey requested that this item be discussed at the next meeting.

DISCUSSION BY THE COMMISSION

Chairman Dean asked about the status of CARES Act Reimbursements. Director of Risk Management Holly Leverette briefed the Commission regarding the process to file claims for reimbursement and explained that federal funding was distributed to the states and the states distributed monies to local governments. She said that she has filed claims for about \$1.5 million and is working on submission of another claim. Mrs. Leverette explained that the federal government established guidelines for expenses eligible for reimbursement and the State Finance Department sought legal counsel to further determine eligibility.

Mrs. Leverette noted that she has established relationships with officials at the State Finance Department and they are approving items for reimbursement in advance of claims being submitted. Finance Director Sherrill Thomas explained that she is preparing a claim for reimbursement of payroll, including public safety and emergency sick leave, which should be in excess of \$1.6 million.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen informed the Commission that only one response to the Request for Proposal for the Minority and Women-Owned Business Initiative. The Commission agreed to reissue the Request for Proposals.

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 Commissioner Walker.

The Pledge of Allegiance was led by Commissioner Sankey.

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

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of November 16, 2020. The motion was seconded by Vice Chairman Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Cauthen. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Page 4, is attached to these Minutes.)

NEW BUSINESS

ELECTION CENTER – APPROVED LEASE AGREEMENT FOR RENTAL OF STORAGE SPACE FOR VOTING EQUIPMENT AND RELATED BUDGET CHANGE, SUBJECT TO APPROVAL BY THE COUNTY ATTORNEY AND FURTHER REVIEW OF ALL TERMS

Commissioner Harris made a motion to approve the Lease Agreement for Rental of Storage Space for Voting Equipment and Related Budget Change, subject to approval by the County Attorney and further review of all terms. The motion was seconded by Vice Chairman Singleton and unanimously approved by the Commission. (Copies of Memorandum and Lease Agreement, Agenda Pages 5-10, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE 2021 SEVERE WEATHER PREPAREDNESS TAX HOLIDAY, FEBRUARY 26-28, 2021, AUTHORIZED BY ACT NO. 2012-256

Commissioner Walker made a motion to adopt the Resolution Approving the 2021 Severe Weather Preparedness Tax Holiday, February 26-28, 2021, Authorized by Act No. 2012-256. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 11-12, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE COUNTY’S THANKSGIVING HOLIDAY OBSERVANCE ON FRIDAY, NOVEMBER 27, 2020

Vice Chairman Singleton made a motion to adopt the Resolution Authorizing the County’s Thanksgiving Holiday Observance on Friday, November 27, 2020. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Resolution and Memorandum, Agenda Pages 13-14, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE COUNTY’S CHRISTMAS HOLIDAY OBSERVANCE ON THURSDAY, DECEMBER 24, 2020

Commissioner Sankey made a motion to adopt the Resolution Authorizing the County’s Christmas Holiday Observance on Thursday, December 24, 2020, County Commission. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Resolution and Memorandum, Agenda Pages 15-16, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED U.S. DEPARTMENT OF JUSTICE EQUITABLE SHARING AGREEMENT AND CERTIFICATION

Commissioner Harris made a motion to approve the U.S. Department of Justice Equitable Sharing Agreement and Certification. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 17-22, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH ACME SUPPLY COMPANY, LTD. FOR INMATE UNIFORMS

Commissioner Walker made a motion to approve Amendment Number 1 to Contract with Acme Supply Company, LTD. for Inmate Uniforms. The motion was seconded by Vice Chairman Singleton and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 23-24, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH DIVERSIFIED COMPANIES, LLC, FOR OFFSITE PRINTING OF NOTICES

Vice Chairman Singleton made approve Amendment Number 1 to Contract with Diversified Companies, LLC, for Offsite Printing of Notices. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 25-26, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH GULF STATES DISTRIBUTORS FOR LAW ENFORCEMENT EMERGENCY EQUIPMENT

Vice Chairman Singleton made a motion to approve Amendment Number 2 to Contract with Gulf States Distributors for Law Enforcement Emergency Equipment. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 27-28, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH AMWASTE, LLC. FOR CLEAN SATURDAY REFUSE COLLECTION SERVICES

Commissioner Walker made a motion to approve Amendment Number 1 to Contract with Amwaste, LLC. for Clean Saturday Refuse Collection Services. The motion was seconded by Vice Chairman Singleton and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 29-30, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AGREEMENTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR AUTAUGA, BUTLER, CHILTON, ELMORE AND MONROE COUNTIES

Commissioner Harris made a motion to approve Agreements for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreements, Agenda Pages 31-48, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCT CHANGE ORDER NUMBER 1 TO SOUTHERN PRESERVATION SYSTEMS FOR SCOTT STREET PARKING DECK RENOVATIONS

Vice Chairman Singleton made a motion to approve the Deduct Change Order Number 1 to Southern Preservation Systems for Scott Street Parking Deck Renovations. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Change Order, Agenda Pages 49-50, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2021 MEMBERSHIP DUES IN THE AMOUNT OF \$4,000 TO THE COOSA-ALABAMA RIVER IMPROVEMENT ASSOCIATION, INC

Commissioner Sankey made a motion to approve Payment of the 2021 Membership Dues in the Amount of \$4,000 to the Coosa-Alabama River Improvement Association, Inc. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 51, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

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

Vice Chairman Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 52, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the November 16, 2020 Agenda.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests included in the November 16, 2020 Agenda. The motion was seconded by Vice Chairman Singleton and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 53, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the November 16, 2020 Agenda.

Commissioner Walker made a motion to approve the Miscellaneous Appropriations from Designated Revenue Reprogramming Requests included in the November 16, 2020 Agenda. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 54, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Walker made a motion to approve Budget Change Request Number 2, County Commission Appropriations. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 55, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST

1. Corrections Officer Trainee, Position Number 500419174

Commissioner Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 56, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST

1. Assistant Chief Probate Clerk

Vice Chairman Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 57, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED POSITION FILL REQUEST

1. Customer Service Clerk, Position Number 800016017

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 58, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUEST (1)

DEPARTMENT

TRAVEL/TRAINING REQUEST

Probate Judge's Office

Request Number 1

Vice Chairman Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of the Travel/Training Request, Agenda Page 59, is 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:

BOARD OF REGISTRARS – APPROVED AGENCY AGREEMENT WITH THE SECRETARY OF STATE FOR THE NATIONAL VOTER REGISTRATION ACT MAILERS AND RELATED RESOLUTION

Commissioner Harris made a motion to approve the Agency Agreement with the Secretary of State for the National Voter Registration Act Mailers and Related Resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Resolution, Agenda Pages 60-62, are attached to these Minutes.)

SHERIFF'S DEPARTMENT – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 20FIL (FY2020-\$10,700).

Commissioner Sankey made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 20FIL for the Montgomery County Sheriff's

Office (FY2020 - \$10,700). The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 63-74, is attached to these Minutes.)

COMMENTS FROM THE COMMISSIONERS

Vice Chairman Singleton said Thanksgiving is coming up and it is his favorite holiday because he has so much to be thankful for. He said he was thankful to have the opportunity to serve the citizens and work with his wonderful colleagues for four more years. Vice Chairman Singleton also invited everyone to the presentation of a new specially equipped handicap van that will be presented to Officer Carlos Taylor and his family on Tuesday, November 17, 2020 at 10:00 a.m. at Superior Van Mobility, located at 2015 Eastern Blvd. Officer Taylor was severely injured in the line of duty in a car accident during a pursuit.

Commissioner Sankey said good morning and thanked the staff for their support during his first four years as a Commissioner. He acknowledged citizens in the audience that was from his district.

Commissioner Walker had no comment.

Chairman Dean also thanked Montgomery County Commission staff for their great work. He said he is looking forward to working with his fella constituents for another four years.

Commissioner Harris said good morning and said he was also looking forward to working together with everyone. He said he will really be focusing on crime especially amongst the young people and hopes the City and County will work together to get to the root of this problem. He also thanked the staff for their great work and service to the citizens of Montgomery County.

Vice Chairman Singleton also invited the men to join him at the Iron Works Men's Ministries meeting Tuesday, November 17, 2020 at 6:00 p.m. at Sweet Creek. He stated the topics will be violence and crime that is increasing within the city.

ADJOURNMENT

Commissioner Walker made a motion to adjourn the meeting of the Montgomery County Commission on November 16, 2020, at 9:45 a.m. The motion was seconded by Harris and unanimously approved by the Commission.

**MONTGOMERY COUNTY COMMISSION
MEETING DATE NOVEMBER 16, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 10-30-2020	
Check Numbers: 296948 – 297056	Total Checks Paid: \$ 559,168.18

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 11-6-2020	
Check Numbers: 297057 – 297228	Total Checks Paid: \$ 1,834,731.74

EFT's included in amounts

PAYROLL CHECKS DATED 11-6-2020	
Check Numbers: 135290 – 135360	Total: \$ 91,097.28
Direct Deposits	Total: \$ 1,508,510.89
Federal Deposits	Total: \$ 304,831.51
Total Payroll Paid	Total: \$ 1,904,439.68

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



Agenda Item Memo

Re: Proposed Lease Agreement for Rental of Storage Space for Voting Equipment
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Darryl Parker, Director of Elections

BACKGROUND INFORMATION:

The Election Center has identified suitable warehouse space on Plantation Way off the Northern Boulevard for storage of all election related voting equipment and supplies. The equipment is presently stored on the second floor of Annex II, with overflow to the first floor and basement. The lease is for three years with an option to renew for an additional three years.

FINANCIAL IMPACT:

The monthly rent is \$2,500 for the first three years and increases to \$2,800 during the second term.

ATTACHED:

[Burford Plantation and Montgomery County Commission \(11.03.20\) \(signed by LL\)](#)

**STATE OF ALABAMA
MONTGOMERY COUNTY**

THIS LEASE made by and between Burford Plantation, L.L.C., 580 Trade Center, Montgomery, Alabama 36108, hereinafter called "Landlord", and Montgomery County Commission, hereinafter called "Tenant".

WITNESSETH:

Landlord does hereby let and lease to Tenant the following premises in the City of Montgomery, Alabama, to wit:

871 A Plantation Way, Units 1 & 2 and not otherwise, for and during a three (3) year term, beginning the 1st day of November 2020 and covenants to keep Tenant in quiet possession of the premises during said term provided Tenant shall comply with all the stipulations of this lease. The expiration of this lease shall be October 31st, 2023.

IN CONSIDERATION WHEREOF, the Tenant agrees to pay to Aronov Realty Brokerage, Inc., agents for the landlord at the office of said agents in Montgomery, Alabama, on the first day of each month of said term, as rent for the said premises, the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, being at the rate of Thirty Thousand and 00/100 Dollars (\$30,000.00) per annum.

1. Tenant agrees not to sublet the property, any portion thereof or assign this lease, without the written consent of Landlord, which consent shall not be unreasonably withheld; to permit no waste of the property, but, on the contrary to take good care of same; and upon termination of this lease, to surrender possession of same without notice, in as good condition as at the commencement of the term, less reasonable use and wear.

2. Tenant agrees to comply with all laws and city ordinances affecting the use or occupation of the premises hereby leased and to fully relieve Landlord from any compliance there with or liability for violation therefor. Landlord will furnish water to the Tenant and Tenant agrees to pay all charges for electricity and gas and other utilities used on the premises during the term. Tenant agrees to take proper care of and protect said property from all damage and shall be accountable for failure to do so. Tenant shall replace all broken glass, replace all keys and locks lost or broken and keep property in sanitary condition. The surfaced areas surrounding the warehouse shall be used for vehicular traffic and for load and unloading. Said areas shall not be used for storage by the Tenant. All trash and refuse shall be placed in a type container which has been approved by the Sanitary Department of the City of Montgomery and surrounding surfaced areas shall be maintained in a clean and neat condition by the Tenant. In the event Tenant fails to do so, Landlord may perform this service and Tenant agrees to bear the cost thereof. Tenant shall be permitted to park its business vehicles on the premises.

3. Landlord is under no duty to make any repairs except as hereinafter provided. Landlord agrees to maintain the sprinkler system, exterior walls, parking areas and roof and all other structural components of the premises. In the event Landlord fails to make repairs to the building/demised premises within 30 days after Tenant reports the need for said repairs Tenant may contract to have repairs completed, forward the work invoices to the Landlord for payment or if paid by Tenant deduct the cost of said repairs from the rent due. Tenant shall maintain all other portions of the premises. Notwithstanding anything contained herein to the contrary, Landlord shall not be liable for any loss or damage to Tenant's property within the premises except for loss or damage directly caused by Landlord.

4. Tenant agrees not to hold Landlord liable for the breakage or leakage or water pipes above ground, nor for stoppage of waste pipes or sewers above ground except if caused by the carelessness or neglect of Landlord but on the contrary to repair such breakage or leakage and to unstop waste pipes or sewers at his own expense. Landlord agrees to repair underground pipes and to relieve stoppage of same after notice from Tenant, if due to natural cause or deterioration, provided, however, that Landlord shall not be responsible for same if caused by carelessness, neglect or improper use of Tenant. In case stoppage or breakage of underground pipe is caused by Tenant, Tenant agrees to pay for the necessary repairs. Landlord shall not be liable for any damage for failure to make such repairs. In the event Landlord fails to make repairs to the building/demised premises within 30 days after Tenant reports the need for said repairs Tenant may contract to have repairs completed, forward the work invoices to the Landlord for payment or if paid by Tenant deduct the cost of said repairs from the rent due.

5. Tenant agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Landlord to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease. Tenant hereby further covenants that if any default is made in the payment of said rent or any part thereof, at the time above specified, or if default be made in the performance of any of the material covenants or agreements herein contained, the said lease, at the option of Landlord, shall wholly cease and be terminated, and said and the said Tenant hereby expressly waives

the service of any notice of intention to re-enter, notice to terminate the tenancy, notice to quit or demand for possession. Landlord agrees to provide Tenant notice prior to entering premises.

6. It is agreed if Tenant shall fail to pay any one of the above installments or rent at maturity or fail to perform any of the material provisions of this lease, then at the election of the Landlord, all of the remaining installments shall at once become due and payable and landlord may treat them as due and payable without notice to Tenant.

7. It is mutually agreed that if the premises are made substantially untenable during the term by fire or other casualty without Tenant's fault, Tenant shall not thereafter be liable for the payment of rent unless Landlord within ninety (90) days restores the property to substantially the same condition as just previous to such fire or other casualty; provided, however, Landlord in order to hold Tenant must within ten (10) days after the fire or other casualty give Tenant notice in writing of his intention to restore the premises, but rent shall cease during the period said premises remain untenable.

8. It is further agreed by and between the parties to this contract that no alterations, repairs, changes or improvements are to be made in, or to the premises herewith leased, without the consent in writing of the Landlord, except such as are necessary for the proper care and maintenance of the premises.

9. It is further understood and agreed that the Landlord, and his agents shall not be liable for any damage to the property of Tenant that may occur on account of any defect of said building or premises, or from fire, rain, wind or any other cause.

10. It is agreed that Aronov Realty Brokerage, Inc. has represented the Landlord in negotiating and securing this lease with the Tenant; the Landlord and its successors in title to said real estate shall pay Aronov Realty Brokerage, Inc. First month's rent and six (6%) percent rental commission each month thereafter on all rental received by such Landlord or its successors in title during the term of this lease, during the term of any and all options of this lease which may have been exercised by the Tenant, and also so long as the Landlord or its successors in title to the leased premises shall lease said premises to this Tenant or any assignee or subtenant thereof.

11. Acceptance of rent by the Landlord from any assignee, subtenant, grantee or successor in interest to the Tenant with or without notice shall not relieve the Tenant from his obligation to pay the rent or other charges herein provided for.

12. It is agreed that this written instrument embodies the whole agreement of the parties.

13. The parties agree that the words Landlord and Tenant, wherever used in this lease, include heirs, devisees, legatees, executors, administrators, legal representative, successor or assigns of the Landlord or Tenant respectively as if each time fully expressed.

14. The failure of the Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

15. It is agreed that if the leased premises shall be abandoned or become vacant during the term of this lease without the Tenant having paid in full the rent for the entire time, then and in such case the Landlord shall have the right at its option to take possession of the leased premises and to let the same as the agent of the Tenant and apply the proceeds received from such letting towards the payment of the rent due by Tenant under this lease and such re-entering and re-letting shall not discharge the Tenant from liability for rent or other charges, nor from any other obligations under the terms of this lease; or at the option of the Landlord the rent for the entire term shall at once become due and payable and the Landlord may proceed to the rent for the entire term as if by the terms of this lease the entire term should be made payable in advance, or the Landlord may at his option re-enter the leased premises and annul and terminate this lease. These provisions, however, are not to be construed as limiting the Landlord's legal rights but are in addition to such existing rights.

16. Landlord's agent is authorized to take any and all steps necessary for the proper enforcement of the terms of this lease and Landlord agrees to be bound by the acts of his said agent for such purposes and to reimburse the agent for any reasonable expenses thereby incurred. Furthermore, Landlord agrees to hold harmless his agent against any loss from any claim or demand, action in law or equity that may result from the negligence of the Landlord.

17. Should a claim be made against the Landlord or his real estate agent or should an action be commenced in which the Landlord or his real estate agent is made a party defendant due to the acts of the Tenant, his employees, or agent, the Tenant agrees to pay, on demand, the Landlord's reasonable counsel fee and any judgement resulting from such action. It is the intention that the Tenant, at all times, will hold the Landlord and his real estate agents or their successors and assigns, free and harmless from any damages or judgement resulting as aforesaid. This shall also apply as protecting the Landlord and his real

estate agent against any loss or liability or expense by reason of any accident or injury to person or property occurring on the premises.

18. In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgement, or decree entered in the proceedings in exercise of such power. All damages awarded for the taking of such premises, or any part thereof, shall be but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the premises, and Tenant shall be entitled only to that portion of any award expressly stated to have been made to Tenant for loss of business and the loss of value and cost of removal of stock, furniture and fixtures owned by Tenant. In the event premises are made untenable, Tenant shall have the option to cancel this lease.

19. Tenant will not erect any signs or advertisements of any type on the exterior of the leased space without the approval of the Landlord, which shall not be unreasonably withheld.

20. As further consideration for this lease Tenant agrees to pay to the landlord its pro-rata share, as hereinafter defined, of any increase in ad valorem or other property taxes for the warehouse regardless of the governmental jurisdiction, jurisdictions, authority or authorities, levying the same in excess of the annual ad valorem taxes which Landlord pays and fall due during the year 2020. The pro-rata shares of increase in taxes which is required to be paid by Tenant shall be that percentage of such increase, which is equal to the percentage of the total floor area of warehouse space occupied by Tenant as compared to and in relation to the total floor space in the warehouse. The Tenant shall pay such additional rental not later than thirty days prior to the due date of such taxes; provided that in any event Tenant shall not be required to pay its pro-rata share of such additional taxes sooner than fifteen days after it receives notice thereof from landlord.

21. As part of the consideration of this lease Tenant agrees to pay to Landlord any increase in premium for fire, casualty, extended coverage or other types of policies carried by Landlord when said increase in premium is caused by the use or occupancy by the Tenant of the leased premises.

22. At such times as Landlord and any mortgagee or proposed mortgagee of the premises may in writing request the same, the Tenant agrees that this lease shall and the same is hereby made subject and subordinate to the lien of any mortgage (which term shall include all security instruments) of: (1) the demised premises made by the Landlord, (2) the demised premises made by Landlord and Fee Owner, and (3) the Landlord's leasehold interest in the demised premises; and any one or more of these. Tenant agrees upon demand without cost to execute any instrument as may be requested to additionally evidence such subordination (it being agreed by Tenant that no additional instrument or evidence is necessary for this subordination provision, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this lease, its tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage and in the event of foreclosure or enforcement of any such mortgage, the rights of Tenant hereunder shall survive, and this lease shall in all respects continue in full force and effect, provided, however, that Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this lease. Tenant agrees that upon request of Landlord or any mortgagee to promptly certify in writing whether or not he has received such written request.

23. The Landlord hereby agrees to waive its right to distraint upon trade equipment, inventory or chattels owned by Tenant or the occupant of the premises or the holder of a lien and situated upon the premises. Such waiver shall not, however, apply to the building and improvements.

24. Landlord warrants that it has the right and authority to execute this Agreement, and Tenant, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Agreement, shall have possession of the Premises during the Term, as well as any extension or renewal thereof. Landlord further warrants that the Premises are properly zoned for the business of **Voting Machine Storage** and that all governmental requirements for the issuance of any and all permits and licenses to conduct such business can be reasonably obtained by Tenant. Landlord agrees that if any license or permit required to conduct its business of **Voting Machine Storage** not issued within 30 days after the filing of appropriate applications this lease at the option of Tenant may be terminated and deemed null and void.

25. In the event any action or proceeding is commenced by either party hereto (i) determine rights, duties or obligations hereunder, (ii) determine a breach hereof and obtain damages therefore, or (iii) otherwise enforce this Agreement, the prevailing party therein shall be entitled to recover from the other party all reasonable and verifiable costs and expenses thereof, including, but not limited to, reasonable attorneys' fees and court costs.

26. All rent and other payments required to be made by Tenant shall be made payable to Landlord's agent at the address set forth below in this paragraph 29. Any notice or document required or

permitted to be delivered by the terms of this Agreement shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or when mailed by prepaid any established overnight couriers, addressed to the parties at the respective Notice addresses set forth in this paragraph established overnight courier, addressed to the parties at the respective Notice addresses set forth in paragraph 29. For purpose of this Agreement notices will deemed to have been "given" upon personal delivery thereof or three (3) days after depository in the United States mail of one (1) day after submission to reputable overnight courier as provided above.

If to Landlord: Burford Plantation
 580 Trade Center
 Montgomery, Alabama 36108

If to Tenant: Montgomery County Commission
 1018 Lawrence Street
 P.O. Box 1667
 Montgomery, Alabama 36102

If to Agent: Burford Plantation
 c/o Aronov Realty Brokerage, Inc.
 Post Office Box 235000
 Montgomery, Alabama 36123-5000
 Attn: Frank G. Potts

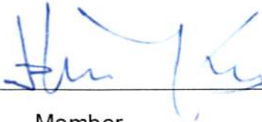
27. Provided Tenant is not in default of any of the terms and conditions contained herein, Tenant shall have the option to renew this lease for one (1) term of three (3) years, commencing on the expiration of the initial lease term at the monthly rental rate of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) per month.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals, this
_____ day of September 2020.

WITNESS:

LANDLORD: BURFORD PLANTATION, L.L.C.

_____ By: 
Its: Member

WITNESS:

TENANT: MONTGOMERY COUNTY COMMISSION

_____ By: _____
Elton N. Dean, Sr.
Its: Chairman
Tax ID #: _____



Agenda Item Memo

Re: 2021 Severe Weather Preparedness Tax Holiday
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager

BACKGROUND INFORMATION:

Please see copy of the emailed notice attached from the State of Alabama Department of Revenue ("ADOR") dated October 14, 2020 specific to the 2021 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2021 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of February 26-28, 2021. A quick reference sheet of exempt items printed from the ADOR website is also attached.

If we are going to participate in the 2021 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on November 2, 2020 or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on November 16, 2020. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2021 will be due back to the ADOR before or not later than the January 26, 2021 deadline.

Please note the 2021 Severe Weather Preparedness Tax Holiday is in addition to the 2021 Back To School Sales Tax Holiday, which should be subsequently scheduled for the third full weekend in July 2021, or the weekend of July 16-18, 2021. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

ATTACHED:

[Resolution 11162020 - Severe Weather Preparedness Tax Holiday February 2021](#)

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN FEBRUARY 2021, AS AUTHORIZED
BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by Code of Alabama 1975, § 11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2021 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 26, 2021 and ending at twelve midnight on Sunday, February 28, 2021.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the November 16, 2020 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 16th day of November, 2020.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 16th day of November, 2020.

Elton N. Dean, Sr.
Chairman

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, On October 6, 2020, Governor Kay Ivey authorized a holiday observance on Friday, November 27, 2020 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 27, 2020, to allow county employees to spend time with their families in observance of Thanksgiving,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 27, 2020.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 19th day of November, 2020.

ATTEST:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Florence M. Cauthen, Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey

A handwritten signature in black ink that reads "Kay Ivey".

DATE: October 6, 2020

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving:

Thursday, November 26, 2020

Friday, November 27, 2020

Christmas:

Thursday, December 24, 2020

Friday, December 25, 2020

New Year's Day:

Friday, January 1, 2021

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, On October 6, 2020, Governor Kay Ivey authorized a holiday observance on Thursday, December 24, 2020 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Thursday, December 24, 2020, to allow county employees to spend time with their families in observance of Christmas,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Thursday, December 24, 2020.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 16th day of November, 2020.

ATTEST:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Florence M. Cauthen, Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey

A handwritten signature in black ink that reads "Kay Ivey".

DATE: October 6, 2020

SUBJECT: Holiday Schedule

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Friday, December 25, 2020

New Year's Day:

Friday, January 1, 2021

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.



Agenda Item Memo

Re: Equitable Sharing Agreement and Certification
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Rhonda Cape, Chief Administrator

BACKGROUND INFORMATION:

This is a required annual report.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Request approval and signature.

ATTACHED:

[Equitable Sharing Agreement and Certification 10-21-2020](#)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A

Agency Name: Montgomery County District Attorney 15th Judicial

Type: Prosecutor's Office

Mailing Address: 100 S. Lawrence St.

PO Box 1667

Montgomery, AL 36104

Agency Finance Contact

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

Jurisdiction Finance Contact

Name: Thomas, Sherrill

Phone: 334-832-1268

Email: sherrillthomas@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2020

Agency FY 2021 Budget: \$7,889,014.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$23,641.90	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$23,641.90	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$23,641.90	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$0.00	\$0.00

Date Printed: 10/21/2020

Page 1 of 5

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Smith, Christina

Company: State of Alabama Examiners of Public Accounts

Phone: 334 242-9200

Email: christina.smith@examiners.alabama.gov

Date Printed: 10/21/2020

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database: 844909

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

Date Printed: 10/21/2020

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Bailey, Daryl D
Title: District Attorney
Email: darylbailey@mc-ala.org

Signature: Daryl Bailey Date: 10-21-20

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Dean Sr., Elton N
Title: Chairman, Montgomery County Commission
Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Date Printed: 10/21/2020



Agenda Item Memo

Re: Contract Amendment for Inmate Uniforms
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No.1 to Acme Supply Company, LTD. contract for inmate uniforms be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 28, 2021 and ending on January 27, 2022.

Acme Supply Company, LTD., chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Colonel Sonja Pritchett, Detention Facility Director and Brandi Alexander, Juvenile Detention Director.

ATTACHED:

[Amendment 1 Inmate Uniforms 52200-20B-006](#)

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

**Amendment
To
Contract # 52200-20B-20B-006**

Amendment No. 1

Contract with Acme Supply Company, LTD., is hereby extended for one (1) year, beginning January 28, 2021 and ending January 27, 2022.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

ACME SUPPLY COMPANY, LTD.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Offsite Printing of Notices
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Diversified Companies, LLC. contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 14, 2021 and ending on January 13, 2022.

Diversified Companies, LL. chooses not increase prices during this contract period. All other provision of the contract shall remain the same.

This contract extension has been coordinated with Janet Buskey, Revenue Commissioner.

ATTACHED:

[Amendment 1 Offsite Printing of Notices](#)

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

Amendment
To
Contract # 51500-20B-009

Amendment No. 1

Contract with Diversified Companies, LLC. for offsite printing of notices is hereby extended for one (1) year, beginning January 14, 2021 and ending January 13, 2022.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Law Enforcement Emergency Equipment
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 2 to Gulf States Distributors contract to furnish law enforcement emergency equipment be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 22, 2021 and ending on January 21, 2022.

Gulf States Distributors would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

ATTACHED:

[AMENDMENT 2 Law Enforcement Emergency Equipment 52110-19B-009](#)

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

**Amendment
To
Contract # 52110-19B-009**

Amendment No. 2

Contract with Gulf States Distributors for law enforcement emergency equipment, is hereby extended for one (1) year, beginning January 22, 2021 and ending January 21, 2022.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Clean Saturday Refuse Collection Services
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Amwaste, LLC. contract for Clean Saturday Refuse Collection Service be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 14, 2021 and ending on January 13, 2022.

Amwaste, LLC. would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

ATTACHED:

[Amendment 1 Clean Saturday Refuse Collection Service](#)

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

Amendment
To
Contract # 51100-20B-007

Amendment No. 1

Contract with Amwaste, LLC. for Clean Saturday Refuse Collection Service is hereby extended for one (1) year, beginning January 14, 2021 and ending January 13, 2022.

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

All other provisions of the contract remain the same.

WITNESS:

AMWASTE, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Juvenile Bed Contracts
Date: County Commission - Formal Session - Nov 16 2020
To: Florence Cauthen, County Administrator
From: Brandi Alexander, Juvenile Detention Director

BACKGROUND INFORMATION:

Please place the following juvenile bed contracts from Autauga County, Butler County, Chilton County, Elmore County, and Monroe County on the next future agenda meeting date. These are the counties that we house additional juveniles to be considered a regional detention facility. Please contact me if you have any further questions. Thank you.

ATTACHED:

[Autauga County Housing Agreement](#)
[Butler County Housing Agreement](#)
[Chilton County Housing Agreement](#)
[Elmore County Housing Agreement](#)
[Monroe County Housing Agreement](#)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission ("MCC") operates the Montgomery County Youth Detention ("MYD") to detain alleged adjudicated delinquent youth of Montgomery County; and

WHEREAS, Autauga County Commission desires to house Autauga County juveniles in said facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between MCC and Autauga County Commission, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledged:

1. Autauga County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC agrees to guarantee a second bed to Autauga County Commission for \$20,000.00 with payments of \$5,000.00 to be made at the beginning of each quarter (October, January, April, and July). Autauga County Commission will be guaranteed a third bed for \$15,000 with payments of \$3,750 to be made at the beginning of each quarter (October, January, April, and July). A fourth bed will be provided to Autauga County Commission for \$15,000 with payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, July).
3. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Autauga County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Autauga County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
4. Autauga County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
5. MCC agrees to contact the duly authorized representative of Autauga County Commission in the event of any extraordinary event regarding any Autauga County

juvenile. The duly authorized representative of Autauga County Commission may counsel with and visit any Autauga County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.

6. In the event a juvenile housed at the Youth Detention shall become disruptive or “beyond control” while detained or in the custody of MYD, Autauga County Commission will be notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
7. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Autauga County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Autauga County Commission agrees to protect, defend, indemnify and hold MCC 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 MCC arising in favor of any party, including employees of Autauga County Commission, 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. Autauga County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
8. All juveniles housed at MYD by Autauga County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Autauga County shall contact MYD prior to presenting a juvenile for detention.
9. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.

MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Autauga County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to

establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Autauga County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. Autauga County will report all suspicion of sexual abuse or sexual harassment immediately.

10. 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

11. This agreement shall be for a period of one year commencing on 8/18, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 18 day of August, 2020.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

Scott K. Vance
ADMINISTRATOR/CLERK/
TREASURER

AUTAUGA COUNTY COMMISSION

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission ("MCC") operates the Montgomery County Youth Detention ("MYD") to detain alleged adjudicated delinquent youth of Montgomery County; and

WHEREAS, Butler County Commission desires to house Butler County juveniles in said facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between MCC and Butler County Commission, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledged:

1. Butler County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Butler County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Butler County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
3. Butler County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
4. MCC agrees to contact the duly authorized representative of Butler County Commission in the event of any extraordinary event regarding any Butler County juvenile. The duly authorized representative of Butler County Commission may counsel with and visit any Butler County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.
5. In the event a juvenile housed at the Youth Detention shall become disruptive or "beyond control" while detained or in the custody of MYD, Butler County Commission will be notified and shall take said juvenile back into custody as soon as practicable but in no

case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Butler County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Butler County Commission agrees to protect, defend, indemnify and hold MCC 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 MCC arising in favor of any party, including employees of Butler County Commission, 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. Butler County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. All juveniles housed at MYD by Butler County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Butler County shall contact MYD prior to presenting a juvenile for detention.
8. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
9. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Butler County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Butler County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention

Director. Butler County will report all suspicion of sexual abuse or sexual harassment immediately.

10. 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
11. This agreement shall be for a period of one year commencing on Oct 1, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of September, 2020.

ATTEST

ADMINISTRATOR

ATTEST

Diane Kelpatrick

ADMINISTRATOR/CLERK/
TREASURER

MONTGOMERY COUNTY COMMISSION

CHAIRMAN

BUTLER COUNTY COMMISSION

J. R. C. W. H.

CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Chilton County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Chilton County for the period October 1, 2020 through September 30, 2021.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Montgomery County Detention


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission ("MCC") operates the Montgomery County Youth Detention ("MYD") to detain alleged adjudicated delinquent youth of Montgomery County; and

WHEREAS, Chilton County Commission desires to house Chilton County juveniles in said facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between MCC and Chilton County Commission, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledged:

1. Chilton County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Chilton County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Chilton County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
3. Chilton County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
4. MCC agrees to contact the duly authorized representative of Chilton County Commission in the event of any extraordinary event regarding any Chilton County juvenile. The duly authorized representative of Chilton County Commission may counsel with and visit any Chilton County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.
5. In the event a juvenile housed at the Youth Detention shall become disruptive or "beyond control" while detained or in the custody of MYD, Chilton County Commission will be

notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Chilton County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Chilton County Commission agrees to protect, defend, indemnify and hold MCC 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 MCC arising in favor of any party, including employees of Chilton County Commission, 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. Chilton County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. All juveniles housed at MYD by Chilton County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Chilton County shall contact MYD prior to presenting a juvenile for detention.
8. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
9. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Chilton County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Chilton County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention

Director. Chilton County will report all suspicion of sexual abuse or sexual harassment immediately.

10. 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
11. This agreement shall be for a period of one year commencing on October 1, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____,

ATTEST

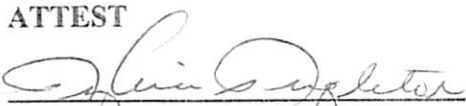
MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY COMMISSION



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Elmore County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Elmore County for the period October 1, 2020 through September 30, 2021.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Montgomery County

[Signature]
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission ("MCC") operates the Montgomery County Youth Detention ("MYD") to detain alleged adjudicated delinquent youth of Montgomery County; and

WHEREAS, Elmore County Commission desires to house Elmore County juveniles in said facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between MCC and Elmore County Commission, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledged:

1. Elmore County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC agrees to guarantee a second bed to Elmore County Commission for \$20,000.00 with payments of \$5,000 to be made at the beginning of each quarter (October, January, April, and July). Elmore County Commission will be guaranteed a third bed for \$15,000 with payments of \$3,750 to be made at the beginning of each quarter (October, January, April, and July).
3. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Elmore County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Elmore County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
4. Elmore County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
5. MCC agrees to contact the duly authorized representative of Elmore County Commission in the event of any extraordinary event regarding any Elmore County juvenile. The duly authorized representative of Elmore County Commission may counsel with and visit any Elmore County juvenile; however, such counseling and visitation may not interfere with

- the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.
6. In the event a juvenile housed at the Youth Detention shall become disruptive or “beyond control” while detained or in the custody of MYD, Elmore County Commission will be notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
 7. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Elmore County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Elmore County Commission agrees to protect, defend, indemnify and hold MCC 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 MCC arising in favor of any party, including employees of Elmore County Commission, 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. Elmore County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
 8. All juveniles housed at MYD by Elmore County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Elmore County shall contact MYD prior to presenting a juvenile for detention.
 9. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
 10. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Elmore County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur

with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Elmore County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. Elmore County will report all suspicion of sexual abuse or sexual harassment immediately.

11. 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
12. This agreement shall be for a period of one year commencing on October, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of September, 2020.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY COMMISSION

Kimberly C. G.
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission ("MCC") operates the Montgomery County Youth Detention ("MYD") to detain alleged adjudicated delinquent youth of Montgomery County; and

WHEREAS, Monroe County Commission desires to house Monroe County juveniles in said facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between MCC and Monroe County Commission, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledged:

- 1. Monroe County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.**
- 2. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Monroe County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Monroe County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.**
- 3. Monroe County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.**
- 4. MCC agrees to contact the duly authorized representative of Monroe County Commission in the event of any extraordinary event regarding any Monroe County juvenile. The duly authorized representative of Monroe County Commission may counsel with and visit any Monroe County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYF.**
- 5. In the event a juvenile housed at the Youth Detention shall become disruptive or "beyond control" while detained or in the custody of MYD, Monroe County Commission will be**

notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Monroe County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Monroe County Commission agrees to protect, defend, indemnify and hold MCC 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 MCC arising in favor of any party, including employees of Monroe County Commission, 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. Monroe County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. All juveniles housed at MYD by Monroe County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Monroe County shall contact MYD prior to presenting a juvenile for detention.
8. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
9. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Monroe County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Monroe County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention

Director. Monroe County will report all suspicion of sexual abuse or sexual harassment immediately.

10. 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
11. This agreement shall be for a period of one year commencing on October 1, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 21st day of September, 2020.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY COMMISSION

Gwendolyn C. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Shirley Ann
CHAIRMAN



Agenda Item Memo

Re: Deductive Change Order to Southern Preservation Systems for Scott Street Parking Deck Renovations
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

Please find attached deductive Change Order #1 to Southern Preservation Systems for the Scott Street Parking Deck Renovations.

I request that this item be placed on the November 16, 2020 agenda.

ATTACHED:

[Change Order #001 \[Executed Contractors and GMC signatures\]](#)



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Scott Street Parking Deck Renovations
Montgomery, AL

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

CONTRACT INFORMATION:
Contract For: General Construction
Date: 3/19/19

ARCHITECT: (Name and address)
Goodwyn Mills and Cawood, Inc.
2660 Eastchase Lane, Suite 200
Montgomery, AL 36117

GMC Proj. No. AMGM160024

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 10/21/20

CONTRACTOR: (Name and address)
Southern Preservation Systems
DBA Ketom Construction Co., Inc.
3170 Lenora Church Rd. SW, Suite 100
Snellville, GA 30039

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per Contract Change Order Summary, Attached.

The original Contract Sum was	\$	941,494.00
The net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	941,494.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	36,803.32
The new Contract Sum including this Change Order will be	\$	904,690.68

The Contract Time will be increased by One Hundred Twenty Six (126) days.
The new date of Substantial Completion will be

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

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

Goodwyn Mills and Cawood, Inc.

ARCHITECT (Firm name)

SIGNATURE

D. Richard Painter

PRINTED NAME AND TITLE

10-28-2020

DATE

Southern Preservation Systems, DBA
Ketom Construction Co., Inc.

CONTRACTOR (Firm name)

SIGNATURE

Steve Kennedy

PRINTED NAME AND TITLE

10-26-2020

DATE

Montgomery County Commission

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

COOSA- ALABAMA RIVER IMPROVEMENT
ASSOCIATION

P.O. Box 388
Montgomery, AL 36101
info@caria.org
www.caria.org

Invoice



BILL TO

Ms. Florence Cauthen
Montgomery County Commission
Ms. Florence Cauthen, Administrator
P.O. Box 1667
Montgomery, AL 36102-1667

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
	10/26/2020	\$4,000.00	11/30/2020	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Membership Dues	2020-2021 Annual Membership Dues	1	4,000.00	4,000.00

Coosa-Alabama River Improvement Association is a 501 (c) 4 nonprofit corporation with lobbying constituting 10% of our activities.

BALANCE DUE

\$4,000.00

[illegible]

County Administrator Yodanis M. Caceres Date 11/18/2020

[illegible][illegible]

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Florence M Cauthen 11/2/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 11/2/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Central Alabama Sports Commission Inc.	001-57600.450	0	150,000	150,000
Fund Balance	001.35900	0	(150,000)	(150,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for funding to the Central Alabama Sports Commission, Inc. for the 2020 Camellia Bowl and 2020 Montgomery Bowl College Football games to be held at Cramton Bowl, for the promotion of Tourism and Economic benefits.

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 500419174 (Replace D. Reed)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date November 23, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date November 2, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date November 2, 2020

Sherrill Thomas

Finance Director

Date 11/3/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 11-3-2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
DEPARTMENT HEAD: Judge J C Love, III
SUPERVISOR: Octavius M. Jackson

POSITION INFORMATION:

Position Title Assistant Chief Probate Clerk
Position Number 750028031
Pay Grade A10 Pay Range \$56,189-83,951
Proposed Effective Date December 14, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge J C, LOVE, III

Department Head

Date 11/12/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/12/2020

Sherrill Thomas

Finance Director

Date 11/12/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 11/12/2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Revenue Commissioner's Office
DEPARTMENT HEAD: Allyson Holland
SUPERVISOR: Shundra Brown

POSITION INFORMATION:

Position Title Customer Service Clerk
Position Number 800016017
Pay Grade A04 Pay Range \$28,765 - \$42,978
Proposed Effective Date 11/23/2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Allyson Holland

Department Head

Date 11/3/2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/5/2020

Sherrill Thomas

Finance Director

Date 11/5/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 11/5/2020

Montgomery County Commission
Travel / Training Request Approval
Request # 1

Date: 11/9/2020
Department: Probate Judge's Office
Department Head: Judge J C Love, III
Destination: Prattville, AL
Departure Date: 12/9/2020 Return Date: 12/10/2020

Purpose of Travel: To attend Alabama Licensing Officials Conference 2021

Traveler (s) Name: 1. Kim Brown/Virginia Davis 4. Brenda Robbins/Tiffany Paulk
2. Tracye Middlebrooks 5. Adriane Harris
3. Tikishia McCloud 6. Denise Williams

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

Total (est.) Cost: \$1,350.00 Advance Registration Required: \$1,000.00
Fund Code: 783-51350.265

Additional Comments: Please send check to Probate Accounting

Finance Review:

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>783-51350.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$1,350.00</u>	
Budget Balance:	<u>\$1,650.00</u>	

S. Thomas
Finance Director

Date 11/10/2020

Commission Approval:

County Administrator

Date _____



Agenda Item Memo

Re: Agency Agreement with the Secretary of State for the National Voter Registration Act Mailers
Date: County Commission - Information Session - Nov 16 2020
To: Montgomery County Commission
From: Buddy Snipes, Chairman

BACKGROUND INFORMATION:

The National Voter Registration Act (NVRA) requires the voter list to be reviewed every four years after a presidential election to see what voters need to be removed from the voter rolls for reasons set forth in the NVRA. To accomplish this, and since 1997, the Secretary of State's Office has served as the agent to every county to accomplish the required mailing to voters and it works out the payment of the mailer production and mailing costs so the county is not burdened by these expenses. It also ensures there is uniformity statewide to the mailer and its mailing. To be designated the agent for the county to accomplish this activity, the Secretary of State's Office sends the attached Agency Agreement and County Commission Resolution to the county.

I am requesting that this item be placed on the December 7, 2020 agenda.

ATTACHED:

[Agency Agreement with Secretary of State - NVRA Mailers](#)
[Resolution re NVRA Mailing](#)

STATE OF ALABAMA

DATE: December 7, 2020

COUNTY OF Alabama

AGENCY AGREEMENT

The Montgomery County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements from the State Elections Fund associated with compliance with Act 95-769. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), Code of Alabama (1975) for which the Commission will be obligated to reimburse the Secretary of State by this agreement and that such reimbursement shall occur from monies the County is entitled to for such costs from the State Elections Fund pursuant to §17-4-31, Code of Alabama (1975) . The County Commission also agrees that the business reply mail account fee and business reply mail postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of the Act.

Chairperson
County Commission

Acceptance by the Secretary of State:

John H. Merrill
Secretary of State

RESOLUTION BY

MONTGOMERY COUNTY, ALABAMA, COMMISSION

WHEREAS Act 95-769 requires the Montgomery County Board of Registrars to implement a voter file maintenance process, and

WHEREAS Act 95-769 also requires the Montgomery County Commission to pay the cost of postage necessary to mail certain notices to voters and to subsequently apply for and receive reimbursement for such costs from the State of Alabama, and

WHEREAS the Alabama Secretary of State has indicated that her office is willing to serve as the agent for the Montgomery County Commission for the purposes of paying postage costs and collecting reimbursements for such costs from the State Elections Fund as provided for in Act 95-769, and

WHEREAS the Alabama Secretary of State served as the agent for the Montgomery County Commission in 1997, 2001, 2005, 2009, 2013, and 2017, for the purposes of paying postage costs and collecting reimbursements from the State Elections Fund as provided for in Act 95-769, now therefore

BE IT RESOLVED BY the Montgomery County Commission that it hereby agrees to appoint the Secretary of State to serve as its agent for the purposes of paying postage costs necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements for such costs from the State Elections Fund as provided in the Act, and now

BE IT FURTHER RESOLVED that the Chairperson of the Montgomery County Commission is authorized to execute an agency agreement to be entered into between this county and the Office of the Alabama Secretary of State.

Adopted this 7th day of December of the year 2020.

_____	_____
_____	_____
_____	_____
_____	_____

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2020	4. Amount of: Federal: \$10,700.00 Total: \$10,700.00	5. Effective Dates Begin: 11/1/2020 End: 4/30/2022	6. Award Number: 20FIL Fire Rescue

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Subrecipient Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2020 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; in to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet. Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

2. **Allowable Costs:** 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 the applicable Code of Federal Regulation referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

3. **Audit Requirements:** The Sub-Grantee and Equipment Recipient or Sub-Recipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with Government Auditing Standards. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

5. **Project Implementation:** If a project is not operational within 90 days of the original starting date the Subrecipient must report on the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. **Written Approval of Changes:** Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

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CFDA TITLE: Homeland Security Grant Program

CFDA#: 97.067.

7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

8. **Bidding Requirements:** The Sub-Grantee and the Equipment Recipient or Subrecipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Municipal Code. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. **Personnel and Travel Costs:** The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee Subrecipient must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Funds:** Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** The Sub-Grantee's-Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. **Financial Responsibility:** The financial responsibility of the Sub-Grantee-Subrecipient must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. 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.

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient (Sub-Recipient).

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. **Performance:** Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the

Initial Here _____

Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

16. **Deobligation of Funds:** All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. **Americans with Disabilities Act of 1990 (ADA):** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. **Debarment Certification:** With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. **Drug-Free Workplace Certification:** This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. **Publications:** The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. **Fiscal Regulations:** The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

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26. **Compliance Agreement:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

27. **Leasing of Space:** Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. **Equipment Storage:** Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. **Exercises:** Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. **Suspension or Termination of Funding:** ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2 CFR 200- Subpart F, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. **National Incident Management System (NIMS):** The SAA meet the NIMS compliance requirements in order to receive FY20 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY20 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY20 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. **Alabama Mutual Aid System Agreement (AMAS):** When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. **Budget Detail Worksheet (BDW):**

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a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY20 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

36. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CERTIFICATION BY THE SUB-GRANTEE

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name:	
Title:	
Agency Address:	
Phone Number:	
Fax Number:	
Mobile Number:	
E-Mail Address:	
Signature:	Date:

CERTIFICATION BY OFFICIAL AUTHORIZED

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name:	Elton N. Dean, Sr.
Title:	Chairman
Agency Address:	101 S Lawrence St, P.O. Box 1667, Montgomery, AL 36102-1667
Phone Number:	334-832-1210
Signature:	Date:

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name:	Hal Taylor
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	Date: 01/2/2020

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**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) 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;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) 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 (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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Budget #:

County: Montgomery

Agency: Montgomery Fire Rescue

Grant: 20FIL

Date: 3-Sep-20

HS POC:

Signature

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
SAR	03SR-03-SCAM	Camera, Search	\$10,700.00	1	\$10,700.00	FS	Montgomery F/R Division D-HR
					\$0.00		
					\$0.00		
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Grand Total					\$10,700.00		

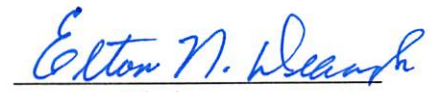
*** Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.**

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 7, 2020, at 8:30 in the morning.



Administrator



Chairman