ELTON N. DEAN, SR.
CHAIRMAN
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VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
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WWW.MC-ALA.ORG

June 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Information pertaining to the June 5, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, June 5, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for June 5, 2017

Waived Rules Items to Consider for June 5, 2017

2. Consider Authorization to Purchase Voting Equipment from ES&S for Montgomery County, Probate Judge's Office (Elections) or Consider Authorization to Execute a Contract with ES&S for Licensing, Maintenance and Support Services, Probate Judge's Office (Elections)

3. Consider Authorization of Subgrant Agreement regarding the 2017 Weatherization Assistance Program (WAP), Grant Number DOE-028-17, County Commission

Items to Consider for the Monday, June 19, 2017 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project, District Attorney's Office

5. Consider Authorization of Budget Change Request Number 4, Probate Judge's Office (Elections)

6. Consider Authorization of Subscription to the Brainstorm Quick Help App concerning Microsoft O365 End-User-Training Program, Information Systems

7. Consider Adoption of Resolution Recognizing July 7, 2017 as "Reverend Richard C. Boone Day in Montgomery County", County Commission

8. Consider Adoption of Resolution Recognizing July 15, 2017 as "Driving Force Women's Golf Club Day 2017 in Montgomery County", County Commission

9. Consider Authorization to Recognize and Deny a Claim filed by Brandon Martin, County Commission

10. Consider Authorization of the Appointment of Mr. Jimmy Smitherman as a Member-At-Large to the Mid-South Resource Conservation and Development Council, Inc., County Commission

Personnel Action Items

11. Consider Authorization of Three Part-Time Public Safety Communication Dispatcher Positions and Related Position Fill Requests, Sheriff's Office

12. Consider Authorization of Retired RSA Employee/Clerical/Semi-Skilled NE, Position Number 0077, Youth Facility

General Information

13. Copy of Memorandum from Grant Writer Regina Walker with the Sheriff's Office regarding Authorization to Pursue a Community Oriented Policing Services (COPS) Grant

14. Copy of Non-Profit Agency Funding Request from Rosa Parks Museum, Troy University **(Amount Requested: $7,702) Commission Sponsor: Commissioner Sankey**

15. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter

16. Copy of Letter from Area Director Kenyatte Hassell with Young Life regarding the Younglife Camp **(Amount Requested: $12,000) Commission Sponsors: Chairman Dean, Commissioner Harris and Commissioner Sankey (On June 20, 2016, the Commission approved a Budget Change Request in the Amount of $10,000 for this Camp; On July 15, 2013, Chairman Dean appropriated $300 from his account, Commissioner Harris appropriated $500 from his account and Commissioner**

Ingram appropriated $550 from his account to the Organization for Youth Programs)

17. Copy of Letter from Founder/President Earnestine Woods with Have a Heart 4 Children, Inc., regarding Operational and Programmatic Expenses **(Amount Requested: $10,000) Commission Sponsor: Commissioner Sankey (On 10/3/16, the Commission approved a Budget Change Request in the amount of $3,000 for the "Annual Christmas Party" for Special Needs Children. On 10/19/15, the Commission approved a Budget Change Request in the amount of $3,000 for the "Annual Christmas Party" for Special Needs Children.)**

18. Copy of Non-Profit Agency Funding Request from Diamond Kings Baseball Foundation **(Amount Requested: $2,000) Commission Sponsor: Chairman Dean**

19. Copy of Non-Profit Agency Funding Request from True Holiness Temple, Inc. **(Amount Requested: $50,000) Commission Sponsor: Chairman Dean**

20. Copy of Letter from James Jones with Inner Faith Economic Development Association regarding the Summer Enrichment Program for At Risk Youth **(Amount Requested: $12,000) (On 6/20/16, the Commission approved a Budget Change Request in the Amount of $6,000 for the Summer Enrichment Program)** <u>Do you want Mr. James Jones to meet with the County Commission?</u>

21. Copy of Letter from District Director of Athletics Brandon Dean with Montgomery Public Schools requesting Funding for the "MPS Kickoff Classic" **(Amount Requested: $8,000) (On 7/18/16, the Commission approved a Budget Change Request in the amount of $8,000 for the MPS Kickoff Classic)** <u>Do you want Mr. Brandon Dean to meet with the County Commission?</u>

22. Copy of Schedule of Upcoming Bids/Contract Renewals for May - August 2017

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JUNE 5, 2017

8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees

8:05 a.m. Sheriff Derrick Cunningham – Presentation regarding Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6PER (FY2016 - $86,319) **(Agenda Item 1)**, Authorization of Three Part-Time Public Safety Communication Dispatcher Positions and Related Position Fill Requests **(Personnel Actions Item 11)** and Authorization to Pursue a Community Oriented Policing Services (COPS) Grant **(General Information Item 13)**

8:20 a.m. Chief Administrator Rhonda Cape with the District Attorney's Office – Presentation regarding Continuation of Previous Grant with ADECA, for the Violence Against Women Prosecution Unit Project for the District Attorney's Office **(Future Agenda Item 4)**

8:30 a.m. Probate Judge Steven Reed – Presentation regarding Authorization to Purchase Voting Equipment for Montgomery County, Probate Judge's Office (Elections) **(Waived Rules Item 2)** and Budget Change Request Number 4, Probate Judge's Office (Elections) **(Future Agenda Item 5)**

8:45 a.m. Pastor Ken Austin with the Mercy House, Ms. Mary Boone and Ms. Cubie Rae Hayes – Presentation regarding Resolution Recognizing July 7, 2017 as "Reverend Richard C. Boone Day in Montgomery County" **(Future Agenda Item 7)**, Resolution Recognizing July 15, 2017 as "Driving Force Women's Golf Club Day 2017 in Montgomery County" **(Future Agenda Item 8)** and Presentation regarding the Mercy House, which would receive funding through Common Ground Montgomery **(Amount Requested: $2,500) Commission Sponsors: Chairman Dean and Commissioner Sankey (On 4/3/17, Commissioner Sankey appropriated $500 from his account to Common Ground Montgomery for the Mercy House)**

8:55 a.m. Information Technology Manager Rodney Smith – Presentation regarding Authorization of Subscription to the Brainstorm Quick Help App concerning Microsoft O365 End-User-Training Program for Information Systems **(Future Agenda Item 6)**

9:00 a.m. County Engineer George Speake – Update regarding Engineering Operations

9:05 a.m. Director Felicia Bell, Ph.D, with Rosa Parks Museum, Troy University – Presentation regarding the 2017 Juneteenth Celebration **(Amount Requested: $7,702) Commission Sponsor: Commissioner Sankey (General Information Item 14)**

9:15 a.m. Attorney Riley W. Roby with Balch & Bingham LLP, Chief of Staff Anna Buckalew and Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce or Trade Matter **(General Information Item 15)**

9:30 a.m. Formal Session of County Commission

10:00 a.m. Executive Director Karen Sellers and Incoming Executive Director Tay Knight with the Family Sunshine Center – Introduction of the New Executive Director of the Family Sunshine Center

10:10 a.m. Executive Director Evette Hester with the Montgomery Housing Authority – Update regarding MHA Housing Activities

10:20 a.m. Area Director Kenyatte Hassell with Montgomery Young Life – Presentation regarding the Younglife Camp **(Amount Requested: $12,000) Commission Sponsors: Chairman Dean, Commissioner Harris and Commissioner Sankey (On June 20, 2016, the Commission approved a Budget Change Request in the Amount of $10,000 for this Camp; On July 15, 2013, Chairman Dean appropriated $300 from his account, Commissioner Harris appropriated $500 from his account and Commissioner Ingram appropriated $550 from his account to the Organization for Youth Programs) (General Information Item 16)**

10:30 a.m. Founder/President Earnestine Woods with Have a Heart 4 Children, Inc., - Presentation regarding the Program **(Amount Requested: $10,000) Commission Sponsor: Isaiah Sankey (On 10/3/16, the Commission approved a Budget Change Request in the amount of $3,000 for the "Annual Christmas Party" for Special Needs Children. On 10/19/15, the Commission approved a Budget Change Request in the amount of $3,000 for the "Annual Christmas Party" for Special Needs Children) (General Information Item 17)**

10:40 a.m. Chairman and Head Coach Houston Markham with Diamond Kings Baseball Foundation – Presentation regarding the Program **(Amount Requested: $2,000) Commission Sponsor: Chairman Dean (General Information Item 18)**

10:50 a.m. Dr. Bishop Leighton Gordon with True Holiness Temple, Inc. – Presentation regarding the Program **(Amount Requested $50,000) Commission Sponsor: Chairman Dean (General Information Item 19)**

12:00 Noon Adjourn

NOTE: The agencies requesting funding provided to me the County Commissioners that were their sponsors.

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Chairman Elton Dean, Sr.
Vice Chairman Ronda M. Walker
Commissioner Daniel Harris, Jr.
Commissioner Isaiah Sankey
Commissioner Doug Singleton

CC: Donald Mims

From: Steven L. Reed

Date: May 30, 2017

Re: Purchase of Voting Machines for Montgomery County

On April 17, 2017 I requested the Montgomery County Commission formally approve the purchase of new voting equipment. The topic was not placed on the agenda for either of the commission meetings in the month of May. Since the time of the original request, the Governor has called for a special election to be held August 15, 2017.

In light of the time frame which we are currently facing I now ask that you waive rules and approve the purchase of new voting equipment for use in the upcoming special election. If the county commission chooses not to purchase new election equipment I ask that you waive rules and sign the needed contract with ES&S for Licensing, Maintenance, and Support Services. The cost of the contract is $93,444.75. This contract must be in place or we cannot have our existing machines certified for the upcoming special election. This contract will only cover our equipment until September 1, 2017 upon which time we will need to sign another contract for an additional $93,444.75 to cover the 2018 election cycle.

Attachment 1: Original new equipment first formally proposed April 17, 2017

Attachment 2: Contract for approval with ES&S

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

IN SUPPORT OF THE PURCHASE OF REPLACMENT VOTING EQUIPMENT FOR MONTGOMERY COUNTY ALABAMA

From: Office of Probate Judge Steven L. Reed

To: Montgomery County Commission

Re: Purchase of Replacement Voting Equipment for Montgomery County

Date: April 04, 2017

The purpose of this memorandum is to request the Montgomery County Commission to formally approve the purchase of replacement voting equipment for Montgomery County. Montgomery County's current voting equipment is simply obsolete. The cost of maintenance and upkeep of the equipment has outstripped the cost of replacement. The cost of replacement of that equipment is defrayed by several factors: 1) the sale of outdated Model VI voting booths to Madison County ($25,000.00); 2) A savings of $93,000.00 in maintenance fee savings if the purchase is made before the end of the current fiscal year; and 3) The use of $70,000.00 in HAVA funds toward the purchase of replacement equipment which would help bring down the amount the County would have to allocate toward this purchase. This would save the county $188,000.00, which does not include the amount of trade value expected to be earned off of our current equipment prior to our purchase of the replacement equipment. We expect to clear from $150,000.00 - $200,000.00 trade-in value and discounts for our current equipment. That means that this is a purchase which could net Montgomery County a total savings of from $338,000.00 - $388,000.00, before the county has spent any money at all.

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

The Election Center has residual Help America Vote Act (HAVA) funds to utilize which would help to further subsidize the cost of this purchase. The Election Center has in excess of $100,000.00 remaining in HAVA funds according to the Secretary of State's office. We must hold some portion of those funds for the upcoming primary election in 2018 to cover the expense of batteries, chargers, and other primary election related necessities. The Election Center is prepared to utilize $70,000.00 of said HAVA funds toward the cost of replacement election equipment for Montgomery County. This is meant to ensure that the voters of Montgomery County have the very best voting equipment available. This will also ensure that the voters of Montgomery County will continue to have the best services that the Probate Office of Montgomery County can provide.

The replacement voting equipment would require the Model DS200 Precinct Scanner to replace the M-100 tabulator. We would need one hundred and sixty (160) DS-200s to replace the current 190 M-100s. We would need to purchase two (2) Model DS850 High Speed Digital Image Scanners to replace the DS650 we currently use. One of the DS850s would be utilized in the Circuit Court Clerk's office to tabulate absentee ballots exclusively. The second DS850 machine would be utilized in the Election Center to tabulate any precincts throughout the county, and to tabulate write-ins and absentees in a backup capacity. Finally, we would need to purchase the ExpressVote Ballot Marking Device. We would need to purchase one hundred and twenty three (123) of these devices. This device would replace all of the AutoMarks and would also replace thirty (30) of the DS-100s. This device represents the current state-of-the-art in election equipment. This device is designed to be utilized by the disabled voter and the non-disabled voter alike to speed up the ballot casting process and eliminate wait times at precincts.

We would also purchase small installation stands so that the ExpressVote Marking device could be setup like any other tabulation machine and the voter could have complete privacy in using the device. Our legislature requires paper ballots for our electorate. The replacement machines will be multi-purpose machines in that they will tabulate all paper ballots and will be adaptable for future changes in the voting electorate by the state legislature.

DEDUCTIONS

		$1,579,365.00
Trade-in on our current Equipment	**-**	**($200,000.00)**
		$1,379,365.00
Election Center HAVA funds Contribution	**-**	**($70,000.00)**
		$1,309,365.00
Sale of voting booths to Madison County	**-**	**($ 25,000.00)**
		$1,284,365.00
ES&S Customer Discount 20%	**-**	**($ 256,873.00)**
	TOTAL	**$1,027,491.00**

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: January 1, 2017 through September 30, 2018

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
124	AutoMARK BMD Terminal	1/1/2017 through 9/30/2017	$203.00	$18,879.00 (Pro-Rated)
157	Model 100 Scanner	1/1/2017 through 9/30/2017	$170.00	$20,017.50 (Pro-Rated)
1	Model 650 Scanner	1/1/2017 through 9/30/2017	$1,535.00	$1,151.25 (Pro-Rated)
Total Maintenance Fees for the Coverage Period January 1, 2017 through September, 30 2017				$40,047.75 (Pro-Rated)
124	AutoMARK BMD Terminal	10/1/2017 through 9/30/2018	$203.00	$25,172.00
157	Model 100 Scanner	10/1/2017 through 9/30/2018	$170.00	$26,690.00
1	Model 650 Scanner	10/1/2017 through 9/30/2018	$1,535.00	$1,535.00
Total Maintenance Fees for the Coverage Period October 1, 2017 through September, 30 2018				$53,397.00
Total Hardware Maintenance Fees for the Initial Term				$93,444.75

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Montgomery County, Alabama

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
   - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:

ATTACHMENT 2-5

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	$93,444.75
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	Included in Hardware Maintenance Fees
Total Maintenance Fees for the Initial Term:		$93,444.75

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

Note 2: Invoicing and Payment Terms are as Follows:

> $40,047.75 due on or before December 1, 2016 for the Coverage Period of January 1, 2017 through September 30, 2017.
>
> $53,397.00 due on or before September 1, 2017 for the Coverage Period of October 1, 2017 through September 30, 2018.

Note 3: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.

2-6

Attachment A

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

May 12, 2017

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

Dear Mr. Dean:

RE: Grant No. DOE-028-17

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **$52,906.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2017.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

Kay Ivey

Kay Ivey
Governor

KI/BM/ks

Enclosures

cc: Mr. Greg Clark

3-1

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

SUBGRANT AGREEMENT
WEATHERIZATION PROGRAM

Grant Agreement No.: DOE-028-17
Grant Amount: $52,906.00

THIS AGREEMENT is entered into as of **April 1, 2017**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of seventeen (17) typewritten pages and three (3) attachments, as set forth and described below:

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

Subrecipient's DUNS number: 099839086

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

Federal Award Date: April 1, 2017

Subaward Period of Performance Start and End Date: April 1, 2017 – March 31, 2018

Amount of Federal Funds obligated by this action to the Subrecipient: $52,906.00

Total amount of Federal Funds obligated to the Subrecipient: $52,906.00

Total amount of Federal Award committed to the Subrecipient by ADECA: $52,906.00

Federal Award project description: Weatherization Assistance Program

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

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

Contact information for awarding official: Jim Byard, Jr., Director

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

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. PURPOSE: The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program (WAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **$52,906.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3-2

3. DURATION: The Subrecipient shall commence performance of this Agreement on **April 1, 2017**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2018**.

4. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS: For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the U.S. Department of Energy (DOE) is specifically implementing in 2 CFR Part 910. Subrecipients of DOE grants must adhere to 2 CFR 910 and all of its subparts, including, but not limited to, Subpart B (2 CFR 910.120), General Provisions; Subpart D (2 CFR 910.350), Post Federal Award Regulations; Subpart E (2 CFR 910.401), Cost Principles; Subpart F (2 CFR 910.500), Audit Requirements; and all accompanying Appendices.

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

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

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

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

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

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

6. HEARING ON APPEAL: The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request

and receive approval from the Department for extension of such, then he shall have no further right of appeal.

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

7. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

   A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of $2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

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

11. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT: In the event this contract or grant award is for an amount in excess of $150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

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

13. DEBARMENT AND SUSPENSION: The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

    The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 901). The Excluded Parties List System is available for access from the System of Award Management website at https://www.SAM.gov.

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

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

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

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

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

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

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

18. TRANSPARENCY ACT: Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to

furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

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

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

21. PERFORMANCE OF WORK IN UNITED STATES: All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Subrecipient should make every effort to purchase supplies and equipment within the United States. The Subrecipient must flow down this requirement to its contractors/subrecipients.

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

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

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

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

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

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

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

27. ACCESS TO RECORDS: The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

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

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

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

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

31. INDIRECT COSTS: In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs

must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

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

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

Copies of all required audits must be submitted to:

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

And an additional copy to:

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

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

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

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

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

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

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

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

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

37. AMENDMENTS: The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

38. ATTACHMENTS: The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2017	1
B: Budget Sheet	April 1, 2017	1
C: Beason-Hammon Compliance	April 1, 2017	1

39. METHOD OF PAYMENT:

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

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

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

B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.

C. The Subrecipient may not draw down more than 25% of available funds as an initial advance. The amount requested must correlate with expected thirty (30) day expenditures.

D. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty days the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

E. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.

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

G. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to $500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).

H. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

A. The Subrecipient shall maintain such records and accounts which provide for:

(1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and

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

(3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.

(4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.

(5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.

(6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.

B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.

C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.

D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

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

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

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

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

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

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

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

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.

C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

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

B. Subrecipient Legal Authority to Participate

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

C. Warrants Against Person and/or Selling Agency

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

D. Site Visits

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

E. Publications

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

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

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

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

F. Copyrights

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

G. Protections Regarding Applicant Information

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

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

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

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

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

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

H. Relocation Assistance and Real Property Acquisitions

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

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

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

J. Historic Preservation

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

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

SHPO contact information is available at the following link: http://www.nps.gov/nr/shpolist.htm
THPO contact information is available at the following link: http://www.nathpo.org/map.html

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

K. Covenant Against Contingent Fees

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

L. Religious Activity Prohibitions

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

M. Standard Work Specification Requirements

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

N. Nondisclosure and Confidentiality Agreement Assurances

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-17

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2017

1. The Subgrantee shall weatherize a minimum of 5 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY	NUMBER OF UNITS
MONTGOMERY	5

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-17

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	$3,000.00		$3,000.00
PROGRAM OPERATIONS	$31,406.00		$31,406.00
HEALTH AND SAFETY	$9,500.00		$9,500.00
AGENCY LIABILITY INSURANCE	$0.00		$0.00
TRAINING & TECHNICAL ASSISTANCE	$2,000.00		$2,000.00
FINANCIAL AUDIT	$7,000.00		$7,000.00

GRAND TOTAL: $52,906.00

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

GRANTEE LEGAL NAME: **MONTGOMERY COUNTY COMMISSION**

AGREEMENT NO. **DOE 028-17**

FEIN NO. 63-6001653

DUNS NO. 099839086

Signature: ______________________

Typed Name: Elton N. Dean, Sr.

Title: Chairman

Signature: ______________________

Typed Name: Greg Clark

Title: Executive Director

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

Board Chairperson (name and signature)
Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL
(if available)

Street Address
P.O. Box 1667
Montgomery, Alabama 36102-1667

Date

MAILING ADDRESS:

Montgomery County Commission
P.O. Box 1667
Mongomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING AWARD:

CARPDC
430 S. Court St.
Montgomery, Alabama 36104

Phone No. 334-262-4300

3-20

State of Alabama)
County of Montgomery)

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

DATE: May 30, 2017

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

DOE 028-17 by and between

Montgomery County Commission (Contractor/Grantee) and

ADECA (State Agency, Department, or Public Entity)

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

1. The undersigned holds the position of Chairman Elton Dean with the Contractor/Grantee named above and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a), or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

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

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

EMPLOYER

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

☒ *(a)* The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

☐ *(b)* The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _______ day of ________________________, ____________.

Montgomery County Commission
Name of Contractor/Grantee/Recipient

By: ____

Its: Chairman

The above Certification was signed in my presence by the person whose name appears above, on this

________ day of ____________________________, ___________.

WITNESS: ____

____
Printed Name of Witness

3-21

State of Alabama
Disclosure Statement

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

ENTITY COMPLETING FORM	Montgomery County Commission
ADDRESS	PO Box 1667
CITY, STATE, ZIP	Montgomery, AL 36102
TELEPHONE NUMBER	(334) 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
ADECA-ED

ADDRESS
401 Adams Avenue, PO Box 5690

CITY, STATE, ZIP
Montgomery, AL 36103-5690

TELEPHONE NUMBER
(334) 262-5365

This form is provided with:

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

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

☐ Yes ☑ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☑ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

3-22

O. Use of Program Income

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

P. Intellectual Property Provision

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

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

Alabama Department of Economic & Community Affairs Department	**Montgomery County Commission** Subrecipient
Maureen E. Neighbors 5/1/17 Maureen E. Neighbors Date Energy Division Chief	Authorized Official for Subrecipient Date
May 8, 2017 Jim Byard, Jr. Date Director	Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Claudia Kennedy Smith 5/4/17
Claudia Kennedy Smith Date
General Counsel

Daryl D. Bailey

District Attorney

Fifteenth Judicial Circuit of Alabama

251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

<u>MEMORANDUM</u>

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: May 25, 2017

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of our Violence Against Women Prosecution Grant. The County Commission serves as the subgrantee. The grant start date is January 1, 2018. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

We are currently working on the application. The application must be approved at the Monday, June 19 Commission meeting in order for us to submit it to ADECA by the due date.

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

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 4

DEPARTMENT: Probate - Elections **REQUESTED BY:** Judge Steven Reed 5/22/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 5/23/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☑ Agenda ☐

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
State Special Election:				0
Extra Help	001-51913.115	0	10,000	10,000
Equipment Delivery	001-51913.183	0	27,000	27,000
Other Misc. Supplies	001-51913.219	0	105,000	105,000
Bldg. and Land Rentals	001-51913.211	0	2,000	2,000
Advertising	001-51913.253	0	10,000	10,000
Election Workers	001-51913.175	0	130,000	130,000
Election Adm Budget:				0
Election Workers	001-51911.175	83,000	(3,737)	79,263
Equipment Delivery	001-51911.183	15,000	(1,388)	13,612
Office Supplies	001-51911.211	6,000	(6,000)	0
Other Misc. Supplies	001-51911.219	89,046	(11,150)	77,896
Telephone	001-51911.251	1,300	(1,300)	0
Advertising	001-51911.253	11,100	(6,000)	5,100
				0
State of Al Reimbursemt	001-40000.44232	0	(231,500)	(231,500)
Fund Balance	001.35900		(22,925)	(22,925)
				0
				0
				0
TOTAL		$ 205,446	$ 0	$ 205,446

JUSTIFICATION: To budget for the administration of the State Special Primary Election and State Special Run-off Election (U.S. Senate). The State reimburses the county for 100% of eligible expenses estimated at $231,500.

Interoffice Memo

To: County Commission

From: Lou Ialacci

Cc: Donnie Mims, Florence Cauthen, Tammy Nix, Rodney Smith

Date: May 30, 2017

RE: Microsoft Office 365 End-User Training

I request the attached complimentary Subscription to the Brainstorm Quick Help app offered by Microsoft be reviewed by the County Attorney and placed on the work session agenda for June 5, 2017. Mr. Rodney Smith will be representing me, as I will be out of town. Rodney is the IT Manager – Systems and is very qualified to explain this request and represent me.

The Subscription document is attached along with a cover memo written by Rodney explaining the services and their recommendations. This is a very good opportunity for all County departments to learn more about products that are available to all our users as part of Microsoft's expensive next generation Enterprise product.

The "subscription" document is an agreement for the County to receive a ninety (90) day free trial of a very useful tool to assist the IT department and all the other departments to learn about the new Microsoft cloud based Office 365 products. Microsoft is moving all of its customers to this new platform. At this time there is no plan to continue to use the service at the end of the 90 day trial period.

Thank you for your support

Memo

To: Lou Ialacci, Chief Information Technology Officer

From: Rodney Smith, IT Manager Systems

Date: Tuesday, May 23, 2017

Re: Brainstorm's QuickHelp Online Training for Microsoft Office 365

Recently we completed migrating all end users to the new Microsoft Office 365 cloud solution that is part of our Enterprise Agreement. During the migration Information Systems personnel who assisted the end users also spent a lot of time explaining the general benefits of Microsoft Office 365 which included questions and answers regarding Word, Excel, PowerPoint, and Outlook. During a meeting with our local Microsoft representative Rishil Patel it was mentioned that the County was qualified to receive a complimentary 90 day online training program for Microsoft Office 365 from Brainstorm. This online training offering from Brainstorm named QuickHelp would provide all County users access to training for Microsoft Office 365 products. Here are some of the key benefits and features offered in this training program:

- On-demand video-learning content, with the ability to assign playlists, customize course lists, and upload your own video content
- Built-in help-desk share feature to field Tier-1 help-desk calls
- 30 minute instructor led training sessions with live moderators. 3 sessions for 10 topics covered every month. Topics include: Yammer, Outlook, Office 365, Office 2016 Part 1, Office 2016 Part 2, Skype for Business, SharePoint collaboration, SharePoint site owners, OneDrive, and Windows 10.
- Dedicated Client Success Manager to collaborate on communication, customize FAQs, Course lists, content, etc.
- Library of LaunchTips: HTML-based email templates, highlighting video-training content specific to your users' new desktop image

The attached gift letter requires an authorized county administrator to sign acceptance of Microsoft's offer for this 90 day complimentary online training subscription for Brainstorm's QuickHelp. This offer expires if Microsoft does not receive the signed gift letter on or before June 30, 2017. Should we decide to implement this training program I would recommend that all department heads encourage their personnel to utilize this free benefit during the 90 day subscription period.

Microsoft Office 365

May 24, 2017

Montgomery County - AL

100 S. Lawrence St., Montgomery, AL 36104

Re: Microsoft O365 End-User-Training Program

Dear Elton N. Dean, Sr.,

Microsoft is pleased to offer Agency a complimentary subscription (the "**Subscription**") to the Brainstorm® QuickHelp app as part of the Microsoft O365 End-User Training Program. The purpose of the Subscription is to help enable Agency to make better use of its existing Microsoft Office 365 licenses (the "**Purpose**"). BrainStorm's QuickHelp app will be available for use by all Office 365 users under Agency's TPID: 5031718 for a subscription period of 90 days. This 90 day subscription period begins on the date Microsoft receives a signed copy of this letter agreement (the "**Agreement**") from Agency. Microsoft must receive a signed copy of this Agreement on or before 6/30/2017 in order for Agency to receive the Subscription.

The estimated retail value of the Subscription is $14,500.00.

The Subscription is provided for the sole use and benefit of Agency for the above described Purpose only, and is not provided for use by or for the personal benefit of any specific employee. The QuickHelp app is owned by Brainstorm Inc. and Agency's use of the QuickHelp app is subject to Brainstorm's separate terms and conditions. BrainStorm's EULA will be presented at the time of the product install.

It is Microsoft's intent that its provision of the Subscription is compliant with all applicable laws, regulations, and gift and ethics policies of Agency. Microsoft provides the Subscription without seeking promises or favoritism for Microsoft in any bidding arrangements. No exclusivity in contractual or other commitments will be expected by either party in consideration of Microsoft's provision of the Subscription. Microsoft's provision of the Subscription is made with the understanding that it will not as a result of providing the Subscription be prohibited from any procurement opportunities with the Agency or be subject to any reporting requirements. This Agreement does not imply or commit Agency or Microsoft to any follow-on acquisition action or Agency acceptance, affirmation, or endorsement of Office 365 or Brainstorm's QuickHelp app.

Agency may not distribute or transfer the Subscription to any third party without Microsoft's express written consent. This Agreement constitutes the entire agreement between Microsoft and Agency with respect to the subject matter hereof. This Agreement shall be governed by the laws of the United States, without giving effect to its conflict of law provisions. Disputes relating to this Agreement will be subject to applicable mandatory dispute resolution statutes and regulations of the United States.

Microsoft's provision of the Subscription is subject to approval by your Agency. Please have your Agency ethics officer (or designated executive, office responsible for your Agency's ethics policy, or responsible attorney) review and approve this Agreement and the Subscription.

Microsoft Office 365

By signing below, you agree that you have the authority to bind Agency and hereby approve this Agreement. Please sign both enclosed originals of this letter, and return one executed original to my attention at the above address and please send a copy of the signed letter in one of the following ways to:

1. Fax a copy of signed document to MSUS Compliance (425) 708-0880 or
2. Scan and email copy of signed document to MSUS Compliance email address compsup@microsoft.com.

Sincerely,	ACCEPTED AND AGREED BY:
______________________	______________________
Signature [Microsoft Employee]	Signature Elton N. Dean, Sr.
______________________	______________________
Name (Printed)	Name (Printed)
______________________	______________________
Title	Title
Microsoft Corporation	Montgomery County Commission
______________________	______________________
Date	Date

Resolution

WHEREAS, Richard C. Boone was born on July 7, 1937 in Calhoun, Alabama, and was the son of Dave and Leona Boone; and

WHEREAS, Rev. Boone attended Alabama State University where he majored in History and Political Science. He also attended Phillips Theological Seminary in Atlanta, Georgia and received a Master's Degree of Theology; and

WHEREAS, on March 24, 1965 he organized 800 students from the campus of Alabama State University to come to a field which was once the site of Young Forte Village and the Cedar Park Housing Project, to join some 25,000 Selma- to-Montgomery marchers on the fourth day of their five day journey; the next day the group arrived in front of Alabama's capitol to demand their right to vote; and

WHEREAS, Rev. Boone was the Field Director for the Southern Christian Leadership Conference (SCLC), in which he worked to challenge discrimination throughout Alabama. He worked in Selma before, during, and after the Selma to Montgomery March, and, after Bloody Sunday and Turn Around Tuesday, he was asked to return to Alabama State University to coordinate students' support for the Selma to Montgomery March.

WHEREAS, for half-a-century, beginning on the campus of Alabama State University, the Rev. Richard C. Boone championed human rights and joined young activists visiting Montgomery to organize for the Student Non-Violent Coordinating Committee (SNCC).

WHEREAS, in the late 1960's, Reverend Boone organized the Alabama Action Committee (AAC), through which he challenged area stores that would not hire minorities and waged a vigorous campaign against police brutality and judicial injustices; and

WHEREAS, Reverend Boone and the AAC received approval for food stamp program from the Board of Revenue and the County Commission in 1967;

WHEREAS, Rev. Boone served as a Chaplain (Major) in the U.S. Army for over ten years from 1979-1990, conducting services in California, Germany, and Louisianahe returned home with his wife, (Activist and Educator) Mary Gambles Boone to continue their work in civil and human rights until he passed, October 10. 2013 at the age of 76; and

WHEREAS, in 2013, State Representative Thad McClammy introduced a proclamation, signed by then Governor Robert Bentley, designating a portion of the West Fairview as Rev. Richard Boone Blvd, along the Selma to Montgomery National Historic Trail;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim Saturday, July 7, 2017 as ***Revered Richard C. Boone Day*** in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of June, 2017.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER ISAIAH SANKEY

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER DOUG SINGLETON

7.1

Resolution

WHEREAS, Driving Force Women's Golf Club (DFWGC) was officially founded in 2007 and is now celebrating its 10th Anniversary with several planned pre-celebration activities to include the Sixth Annual Margie L. Lee Mars and Venus Golf Tournament in November and 10th Anniversary Annual Banquet, also in November. Kick off activities for Driving Force Women's Golf Club 10th Anniversary Celebration will be held on July 15th with a "TEE IT UP FORE KIDS" Golf Clinic at Gateway Golf Course; and

WHEREAS, the idea of creating the Golf Club began in the spring of 2006 when Sandy Osborne convinced Alabama State University's First Lady, Margie L. Lee, to take golf lessons with her. That challenge resulted in Margie's vision for the first African American women's golf league in Montgomery, Alabama. After which, four ladies went on a retreat to discuss the possibilities of Margie's vision: Margie L. Lee, Sandy Osborne, Hattie Robinson and Dr. Essie McGhee; and

WHEREAS, the mission of the women of the Golf Club is to enhance their knowledge about the game of golf, improve golf skills, enjoy camaraderie with other Driving Force Women's Golf Club members, enter into competition with other clubs or groups and expose and mentor youth golfers to all aspects to the game of golf; and

WHEREAS, for the past 10 years, the Gold Club has been instrumental in introducing golf to African American women in central Alabama and providing a structured format in which to learn to play the game and compete with other women's golf organizations throughout the south. We are a recognized league in our community and has attracted a diverse membership to include Korean and Caucasian women who have learned the value, business importance and fellowship of the game; and

WHEREAS, since their founding in 2007, the Golf Club has had many notable accomplishments such as becoming the first and largest organized woman golf club in Montgomery and the State of Alabama with a diverse membership of approximately 60 members, becoming a member of the Alabama Golf Association, becoming a competitive women's league in Montgomery, competing in an annual Alabama/Georgia Shoot Out with Brown's Mills Women's Golf Club, since 2008 and organized and hosted the first Mars and Venus two-person golf tournament in 2012, which was re-named the Margie L. Lee Mars and Venus Golf Tournament; and

WHEREAS, the Golf Club has volunteered and supported various local golf tournaments such as: ASU President's Tournament, The Dr. Willie Strain Sickle Cell Tournament, James A. Shannon Golf Classic, Cleveland Avenue YMCA Golf Tournament, John K. Knight Charity Golf Tournament, Calhoun Celebrity Golf Tourna-ment, Tuskegee Homecoming Golf Tournament, Omega Psi Phi Fraternity, Inc. Golf Tournaments and other charity tournaments; and

WHEREAS, the Golf Club supports local community events, such as the Cleveland Avenue YMCA, "Back-To-School Drive" for school supplies; Coat and Baby Clothes Drive for the Alabama Department of Human Resources, the Community Pantry "Can Food Drive", volunteered for the First Tee for young golfers in Montgomery and supports Leo Golf for Youth;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim Saturnday, July 15, 2017 as ***Driving Force Women's Golf Club Day*** in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of June, 2017.

8-1

Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM TTG

May 31, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Notice of Claim regarding Brandon Martin

I have reviewed your memorandum of March 30, 2017, regarding a Notice of Claim concerning Brandon Martin.

To my knowledge MCC does not own nor operate Tulane Court. Therefore, it is my opinion that this claim should be recognized and denied.

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION
EST. 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

May 30, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Notice of Claim regarding Brandon Martin

Attached is a letter from Attorney Ryan L. Stinson with Penn & Seaborn, LLC, regarding a Notice of Claim concerning Brandon Martin.

Please review and advise by Noon, Wednesday, May 31, 2017, as to what action the County needs to take regarding this matter.

As always, thank you for your assistance.

/tn

Attachment

9-2

PENN & SEABORN
ATTORNEYS AT LAW

May 24, 2017

<u>Via US MAIL</u>
Montgomery County Commission
Elton N. Dean, Chairman
Post Office Box 1667
Montgomery, Alabama 36102

RE:	My client:	Brandon Martin
	Date of Incident:	December 23, 2016

Dear Chairman Dean,

Our firm has been retained to represent Brandon Martin with respect to any and all claims he may have arising out of a drive by shooting in the Victor Tulane Gardens community in Montgomery, Alabama on December 23, 2016.

As a direct result of this incident, our client suffered significant damages, including serious physical injuries. Enclosed you will find our client's itemized and verified claim for damages. If you have any questions, please contact me at your convenience.

Sincerely,
PENN & SEABORN, L.L.C.

Ryan L. Stinson

RLS/es
Enclosures

Myron C. Penn
L. Shane Seaborn
Will Partin

Charles D. Hudson

BARBOUR • BULLOCK • MONTGOMERY

pennandseaborn.com

MONTGOMERY
1971 Berry Chase Place
Montgomery, Alabama 36117
(334) 676-1626
(334) 676-1628 fax
9-3

STATE OF ALAMABA)
) **NOTICE OF CLAIM**
COUNTY OF)
MONTGOMERY)

TO: Montgomery County Commission
Elton N. Dean, Chairman
Post Office Box 1667
Montgomery, Alabama 36102

ITEMIZED AND VERIFIED CLAIM FOR DAMAGES FILED AGAINST THE COUNTY OF MONTGOMERY, ALABAMA

Comes now, Brandon Martin, who gives this Notice for the purpose of compliance with §§ 11-12-5, 11-12-6, 11-12-8 and 6-5-20(a) of the Code of Alabama (1975), as well as any other applicable provisions of law, files this itemized and verified claim for damages. Such claim is based upon the following:

Claimant hereby verifies that he believes the claims made herein are just, due, and unpaid. Claimant has incurred damages in the following itemized ways and amounts due to the actions and/or inactions of the County of Montgomery, Alabama and its employees.

You are hereby notified that Brandon Martin was injured on December 23, 2016, at or around 10:39pm, in a drive-by shooting while on property owned, operated, and maintained by Montgomery County, Alabama and its employees. Brandon Martin suffered a gunshot wound to his right leg while in the Victor Tulane Gardens community located at 1101 Victor Tulane Circle, Montgomery, AL 36104 on December 23, 2016 at or around 10:39pm.

Brandon Martin contends that due to aforementioned actions and/or omissions of the County of Montgomery, Alabama, he suffered a gunshot wound to his right leg, underwent surgery, spent an extended period of time at the hospital, he experienced and continues to experience pain, suffering, extensive scarring and mental anguish, and he has otherwise been injured and damaged.

9-4

CLAIM FOR RELIEF

Due to aforementioned injuries and treatment, Claimant Brandon Martin asserts a claim against the County of Montgomery, Alabama for $100,000.00.

Brandon Martin
SIGNATURE
5/23/17
DATE

Brandon Martin
124 National Street
Montgomery, AL 36104

STATE OF ALABAMA)
)
COUNTY OF)
MONTGOMERY)

Witness my hand and seal this the 23rd day of May, 2017.

E. Harman
NOTARY PUBLIC

My commission expires: 10·15·18

9-5

June 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Mid-South Resource Conservation and Development Council, Inc.

Under the Constitution and Bylaws of the Mid-South Resource Conservation and Development Council, Inc., the County Commission appoints a member to the Council as its representative and the Soil and Water Conservation District appoints a member to the Council as its representative. I am the Commission's appointed representative. Raymond Boykin is the Soil and Water Conservation District's appointed representative.

In addition, the County Commission and the Soil and Water Conservation District **jointly** appoint two members-at large. The Commission recently appointed John Mitchell as a member-at-large. The Soil and Water Conservation District appointed Jimmy Smitherman as a member-at-large and requests that the Commission approve his appointment.

These four appointees form the Montgomery Committee and are all members of the Mid-South Council. Other counties included in the Mid-South Council are Autauga, Bullock, Butler, Elmore, Lee, Lowndes and Macon.

I request that approval of the appointment of Jimmy Smitherman as a member-at-large to the Mid-South Resource Conservation and Development Council, Inc., be placed on the next agenda.

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 31, 2017

MEMORANDUM

TO	:	Mr. Donnie Mims, County Administrator Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	MCSO Dispatcher Shortage

Please find attached a letter regarding from Major Briggs regarding recent changes within the MCSO Dispatch. Please place this matter on the agenda for the next County Commission Meeting.

If you have any questions, please do not hesitate to contact me (ext. 7106).

DC/crv

encl.

11-1

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

29 May, 2017

Sheriff Cunningham,

Over the next several months, the E-911 center will be losing two of our Public Safety Communications Dispatchers due to retirement and one to maternity leave. These losses will cause a severe staffing hardship within the ECD during a time of the greatest demand for services. Training for new personnel is a six to twelve month process and creates a barrier to flexible staffing within the center.

In an effort to overcome the staffing shortages during this time, I would like to request that three Part-time Public Safety Communication Dispatchers positions be created that will allow us to supplement the existing staff. These new positions would permit the use of State retired personnel to better manage the needs of the ECD and to leverage their vast experience while the recruiting/training process continues. These additional positions will allow us to continue the level of professional services that the citizens of Montgomery County expect.

Major Jon G. Briggs
Administrative Division Commander

11-2

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

WWW.MONTGOMERYSHERIFF.COM

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise, Acting Juvenile Court Administra

SUPERVISOR: Brandi Alexander, Juvenile Detention Director

POSITION INFORMATION:

Position Title: Retired RSA Employee/Clerical/Semi-Skilled NE

Position Number: 0077

Pay Grade: A01 Pay Range: $9.9206 per hour

Proposed Effective Date: June 19, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: ( ) Permanent (✓) Temporary

JUSTIFICATION:

This position will be used instead of hiring a full-time Juvenile Detention Officer. By using a Retired RSA position to hire a retired Juvenile Detention Officer,we will have an already trained and seasoned worker coming back, and it will be cost effective to the County. The hourly rate of the Retired RSA position is less than the Juvenile Detention Office and there will be no benefit cost.

Beverly Riddle Wise
Department Head

Date 5/26/17

FINANCIAL IMPACT:

The use of the Retired RSA position in place of the full-time Juvenile Detention Officer will result in savings to the County and not increase the current budget.

Sherrill Thomas
Finance Director

Date 5/30/2017

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

Revised 12/14/2016

12-1

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

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

Subject: Approval to pursue Community Oriented Policing Services (COPS) Grant

Date: May 30, 2017

We are requesting the County Commission's approval to pursue the Community Oriented Policing Services (COPS) Grant. This is a twenty-four month grant and there is no local match required for this solicitation. Community Policing Development (CPD) funds are used to advance the practice of community policing in law enforcement agencies through training and technical assistance, the development of innovative community policing strategies, and best practices.

If funded, we will use these funds for the development of partnerships and problem-solving techniques that will proactively address conditions that threatens public safety, i.e. crimes (violent and non-violent) and other social disorder.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7115

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

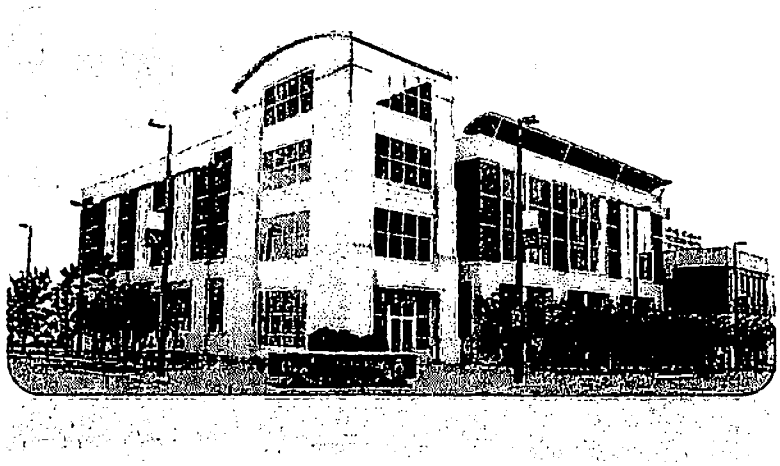
WWW.MONTGOMERYSHERIFF.COM

Montgomery County Commission
Non-Profit Agency Funding Request

Name of Agency	Rosa Parks Museum
Website	troy.edu/rosaparks/
Primary Physical Address with Zip Code	252 Montgomery St. 36105
Executive Director's Name	Felicia A. Bell Ph.D.
Executive Director's Phone	Business: 334-241-8608 Cell: 703-801-0652
Year Organization Founded	1998
Agency Mission/Function	see attached
Event/Activity to be Funded	2017 Juneteenth Celebration
How will the funds be used?	see attached budget and onesheet
Amount Requested	$7,702.00
Other Source(s) contacted for Funding and Amounts Requested and Received	City of Montgomery, PNC Bank, Liberty Bank Troy University Foundation, see attached
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	no

Please provide all of the following documents for review by the Commission:	**Attached:**	**Comments**
Articles of Incorporation	✓	
Signed Bylaws	✓	
Board of Directors	✓	
Most Recent Financial Statement	✓	
Most Recent Audit, if available	✓	
Current Budget	✓	
Most Recent IRS Form 990		N/A
501(c)(3) Tax Exempt Status Letter	✓	

Person Completing Form	Felicia A. Bell, Ph.D.
Email address	fbell@troy.edu
Title	Director
Date	5/31/17



A platform for scholarly dialogue, civic engagement, and social activism for today's Civil Rights Movement.

In the segregated South on December 1, 1955, Mrs. Rosa Parks made history by refusing to give up her seat to a white person on a city bus at the bus stop located at Montgomery and Lee Streets in Montgomery, Alabama. The Rosa Parks Museum at Troy University Montgomery opened on December 1, 2000 at that same historic location.

The Rosa Parks Museum occupies the first floor of a three-story building. Six unique areas inside the 7,000-square-foot museum tell the story of the bravery and courage that was required of Movement leaders like Mrs. Parks. The space includes permanent and temporary exhibits; a 102-seat, 2,200 square foot multimedia auditorium; and two state-of-the-art classrooms with distance learning capabilities.

The museum's collection includes a wide variety of artifacts including historical documents related to the 382-day Montgomery Bus Boycott, a restored 1955 Montgomery city bus, a restored 1955 station wagon known during the boycott as a "Rolling Church," and oral history interviews from individuals who lived in Montgomery during this tumultuous time.

The Rosa Parks Museum Children's Wing features the award-winning "Cleveland Avenue Time Machine" exhibit designed to give visitors a multimedia experience about the "Jim Crow" South. The Research Center, which houses artifacts, oral history interviews, and historical documents is available for use by the faculty and students of Troy University as well as the community of Montgomery and surrounding areas.

For information, you may contact the museum at 334.241.8615, visit us online at www.troy.edu/rosaparks/museum/, or follow us on Facebook, Twitter, and Instagram.

juneteenth

The Rosa Parks Museum

Proposed Budget

iHeart Media - Advertisement (digital and radio media) Troy University, 50%	$2,244.00
Printing Troy University, 50%	500.00
Brendle's Rentals - B Stage with skirts and covering	1,850.00
DJ and sound equipment	3,500.00
Emcee Comedienne Joy (Cassandra Porter-King)	500.00
Portable Restrooms	480.00
Total	**$9,074.00**

ROSA PARKS MUSEUM
TROY UNIVERSITY

14-3

juneteenth

The Rosa Parks Museum

Additional Funding Sources

Source	Amount Requested	Amount Received
PNC Bank	$7,702.00	$0.00
Liberty Bank	$7,702.00	$0.00
City of Montgomery	$7,702.00	$0.00
*Troy Univ. Foundation	$7,702.00	$0.00

*The Troy University Foundation is funds are used primarily for assistance in funding the Rosa Parks Museum's educational programs and exhibits. Therefore, preferably, we would rather use external funding sources for the Juneteenth event instead of Foundation funds.

ROSA PARKS MUSEUM
TROY UNIVERSITY

MONTGOMERY
AREA CHAMBER OF COMMERCE

May 19, 2017

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

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday June 5, 2017 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,

Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

BUILDING BUSINESS. BUILDING THE River REGION

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

15-1

young

3140 Zelda Court
Montgomery AL 36106

May 13, 2017

Young Life is a world-class organization for adolescents. Our staff and volunteers enter the world of kids, focusing on what matters to them-fun, adventure, friendship and a sense of significance. In doing so, we earn the privilege of talking to them about something that we think matters most all- the truth about God and His love for them.

Young Life was founded in 1941 by a pastor who wanted to reach kids outside of the church culture. Young Life began in Montgomery in 1970 and is still growing and thriving today. It is supported financially by the communities that invite their presence. Each area raises its own budget and that's where we need your participation.

Young Life is a non-profit organization supported through the generosity of individuals, churches, foundations and businesses that care about kids and support our mission. Each year kids across the country assemble for camp. Camp is used to reach kids on their own turf. Each year, more than 100,000 kids in the nation spend a week at Young Life camp, having an experience that many describe as the best of their lives.

This year Young Life Urban Montgomery will be attending a Younglife Camp called Windy Gap in Weaverville, North Carolina on July 2-8, 2017. We will be taking 30 kids this year to participate in camp this year.

The cost of camp for our Young Life Urban, totals $***19,600***:
Transportation Costs: the cost for kids to ride is $***4000***
The Cost per child to attend camp is $520; therefore, for 30 kids is $15,600.

We would appreciate your support in the amount of **$12,000** in aiding us to get the leaders and kids to camp this year. Please feel free to contact me with any questions or concerns. Thank you in advance for your continued support and prayers.

Sincerely,

Kenyatte Hassell, Area Director

kenyounglife@me.com
(334)799-7849

16-1

Dear Montgomery County Commission:

Have a Heart 4 Children, Inc. is a 501 c (3) federal id number 80-0728451, organization whose mission is to provide social and educational programs to enhance the welfare of children and youth by providing resources and activities including, but not limited to: annual after school programs, holiday programs, educational programs and field trips, workshops, summer programs, athletic programs, mentoring programs and youth development programs.

For the past 17 years Have a Heart has been the catalyst for the annual Holiday event for children with special needs. This event attracted over 1500 students, teachers and community volunteers. The purpose of this event is to give the children an opportunity to reconnect with past instructors and fellow classmates. From humble beginning at a classroom, to Southeast YMCA, to Alcazar Shriner's Temple and for the past two years Frazier United Methodist Church has hosted this exciting event. From this exciting and rewarding partnership, Frazier Church has committed to partner with Have A Heart to host this event with your help we can ensure that this event will continue to be provided annually to our special angels.

Fundraising on any level is difficult, however, the Montgomery County Commission has graciously supported our efforts each time we have asked and their impact has produced the giving of over 500 gift baskets (toiletries, t-shirts, etc.) to special instructors and classrooms. I am personally asking for your support in the amount of $10,000 annually for operational and programmatic expenses that will reinforce our efforts and ensure that our special angels will continue to have a venue to share expenses and relive fond memories. I would like to the Montgomery County Commission will be able to make this onetime allocation to help alleviate any last-minute crisis and ensure that this event is successful.

Words cannot say how much this event has impacted, benefited the students and faculty that to see it not funded will certainly be a disappointment. I would like to thank you in advance for your continued support.

Sincerely grateful,

J. Woods

"Giving from our HEART because our HEARTS keep on giving"

1900 Brook Street
Montgomery, Alabama 36106

Tel: 334-561-6363

email: haveaheart4children@hotmail.com

17-1

Montgomery County Commission
Non-Profit Agency Funding Request

Name of Agency	Diamond Kings Baseball Foundation
Website	www.diamondkingsmgm.com
Primary Physical Address with Zip Code	73 Mullis Creek, Pike Road, AL 36064
Executive Director's Name	Mr. Houston Markham
Executive Director's Phone	Business: 334.324.7830 Cell: 334.324-7830
Year Organization Founded	2016
Agency Mission/Function	See Attached
Event/Activity to be Funded	National Baseball Champion East Cobb, GA June 19-24, 2017
How will the funds be used?	See Attached
Amount Requested	$2,000.00
Other Source(s) contacted for Funding and Amounts Requested and Received	
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	No

Please provide all of the following documents for review by the Commission:	Attached:	Comments
Articles of Incorporation	X	
Signed Bylaws	X	
Board of Directors	X	
Most Recent Financial Statement	X	On the Form 990
Most Recent Audit, if available		N/A
Current Budget	X	
Most Recent IRS Form 990	X	
501(c)(3) Tax Exempt Status Letter	X	

Person Completing Form	Wykeisha Ross
Email address	wlross99@yahoo.com
Title	Boardmember
Date	05/31/2017

18-1

DIAMOND KINGS

Diamond Kings Baseball Foundation
P.O. Box 242505
Montgomery, AL 36119
www.diamondkingsmgm.com

Montgomery County Commission Office
101South Lawrence Street
Montgomery, AL 36104

Alone we can do so little: together we can do so much

-Helen Keller

The Diamond Kings are soliciting your support and assistance for our 2017 National Baseball Championship Tournament to be held in East Cobb, GA on June 19-24, 2017. Our baseball organization is comprised of a roster of young elementary aged males, coaches and dedicated parents. Our goal is not only to introduce and prepare our young men for playing competitive baseball in local, regional, state and national competitions; we also want to ensure that they are prepared to enter society as educated, respectful, and successful young men. We have been competing in various tournaments since August of 2016 in an effort to prepare our young men for the upcoming spring season. The Diamond Kings began its first official season of competition in the Spring of 2017.

The Diamond Kings Foundation is committed to imparting in these young men life lessons that will benefit them forever. We want to provide the young men the opportunity to participate in baseball sporting events all across the United States, which will require travel expenditures. On behalf of the Diamond Kings organization, we would be honored to market the County Commissions as a listed sponsor of our team. In return for your sponsorship, we would be grateful to display your logo and/or name on any/all of our social media accounts, website and our sponsorship banner that we display at every tournament the young men compete. We are requesting $2,000.00 for our team to assist with baseball supplies, tournament expenses, travel/hotel expenses, etc. Please remember any and all donations are **TAX DEDUCTIBLE**. If you have any questions, comments, concerns, or suggestions, please do not hesitate to contact me at the number provided below.

Alone we can do so little but with your support, our young men will have the opportunity to play baseball at a high level, be exposed to positive life experiences and continue to develop a respect for teamwork, through perseverance, and commitment. On behalf of the Diamond Kings Foundation, we greatly appreciate your support, sponsorship and/or contribution.

Sincerely,

Diamond Kings
Wykeisha Ross
334-450-7040

Diamond Kings Baseball is a Non-Profit Organization

18-2

Montgomery County Commission
Non-Profit Agency Funding Request

Name of Agency	
Website	Www.gordon1productions.org/THT
Primary Physical Address with Zip Code	3405 Caffey Drive
Executive Director's Name	TyNomie Gordon
Executive Director's Phone	Business: Cell: 334-799-5298
Year Organization Founded	2002
Agency Mission/Function	A Non profit Organization specializing in veterans, The Homeless, AT Risk Youth and creating an environment That is conducive to elevating All walks of Life.
Event/Activity to be Funded	Renovation of building / July opening
How will the funds be used?	Renovation of Abandon building Electrical, plumbing and etc.
Amount Requested	50,000
Other Source(s) contacted for Funding and Amounts Requested and Received	City Councilman David Burkette gave $10,000
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	NO

Please provide all of the following documents for review by the Commission:	Attached:	Comments
Articles of Incorporation	✓	
Signed Bylaws	✓	
Board of Directors	✓	
Most Recent Financial Statement	✓	
Most Recent Audit, if available		N/A
Current Budget	✓	Proposal projected budget
Most Recent IRS Form 990		N/A
501(c)(3) Tax Exempt Status Letter	✓	

Person Completing Form	Dr. Bishop Leighton Gordon
Email address	bishoplg09@gmail.com
Title	Dr. CEO
Date	JUNE 01, 2017

19-1

TRUE HOLINESS TEMPLE INC.
C.E.O/ Founder; Bishop, Leighton Gordon Ph.D
3369 Loveless Curve
Montgomery, Al. 36108
Phone: 334-799-5297
E-mail: bishoplg09@gmail.com

To: THE COUNTY COMMISSIONERS OFFICE

Allow me to introduce you to our organization. Gordon Economic Development Life Center is an out reach of True Holiness Temple Inc. We are a 501(c) 3 non-profit organization for public benefit. Our EIN is 63-1279186.
Our goal is to assist the countless number of homeless and incarcerated veterans and families within our community and surrounding areas. We seek to provide suitable housing, meals, job training, and additional services to transition the veteran back into the community to become productive, and successful members of society.

Gordon Economic Development Life Center & True Holiness Temple Inc. have accepted the calling to provide these much needed services to those who selfishly served our country. We have secured a building, but it has been vandalized and abandon for about 7 years. The location is great and the building is about 4,275 Square feet with a solid foundation. We need your help in the restoration of this edifice. Our program can only be made possible through contributions and donations made throughout the community.

We are asking that you assist our organization and maybe partner with us by making a sizeable donation of $50,000 as a contribution to aid in our continued efforts, past cost and future cost associated with the operation of our facility.

Your contribution will be greatly appreciated as well as acknowledged at our Open House Ceremony To Be Announced mid July 2017. We thank you in advance in your careful consideration of our request. If you have any questions or concerns please feel free to contact the above provided information.

Sincerely,

Bishop Leighton Gordon

Bishop Leighton Gordon
CEO & Founder

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

GORDON ECONOMIC DEVELOPMENT LIFE CENTER
VETERANS TRANSITIONAL HOMES
3405 Caffey Drive
MONTGOMERY, ALABAMA 36108

BRIEF ORGANIZATION DESCRIPTION:

GORDON ECONOMIC DEVELOPMENT LIFE CENTER, is an integrated auxiliary of **TRUE HOLINESS TEMPLE INC.** which is a non- profit organization working for veteran initiative since 2002. We have collaborated nationwide with several non-profit organizations to provide services that meet the need of our veterans. We have a desire to operate a homeless veterans transitional housing program to serve both male and female veterans with the assistance they desperately need.

GORDON ECONOMIC DEVELOPMENT LIFE CENTER & TRUE HOLINESS TEMPLE INC. is seeking to receive financial support from the City of Montgomery in the amount of Thirty Thousand Dollars ($30,000.00) to support our non- profit 501(c)(3) organization in providing much needed identified technical and supporting services to homeless and incarcerated veterans and their families within our 10 bed facility located at 3405 Caffey Drive, Montgomery, AL 36108.

On any given night in this country 800,000 persons experience homelessness. Nearly 200,000 of these individuals are veterans who have served in the armed forces. It is more important than ever that we develop measures to ensure that every veteran has access to housing and appropriate supportive services. There were an estimated 140,000 veterans held in state and federal prisons. State prison held 127,500 of those veterans and federal prisons held 12,500. We are making a conjugated effort to increase the quality of life for all veterans with special interested on the incarcerated veteran in America.

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email: bishoplg09@gmail.com Phone: 334-799-5297

The main goals are to help each veteran achieve greater self-determination, improved residential stability, and increased income through obtaining job training. These goals are achieved through individual service plans that are developed by the President, Executive Director, and managers with the input of each individual client. Each veteran who consistently follows his/her service plan developed Executive Staff, complies with the service plan developed and follows all policy/procedures of the program will be in good standing and may be considered a successful graduate of the transitional housing program. Successful graduates of the program may be eligible for additional supportive services such as rental assistance, relocation allowance and home furnishings, depending on the individual veteran's need and the availability of funding. Individuals who qualify for this program must obtain a DD214 that states they have earned an honorable discharge. The time frame of participation for a veteran in **GORDON ECONOMIC DEVELOPMENT LIFE CENTER**, transitional housing program cannot exceed 6 months.

This program's role in the County Continuum of Care is that of a transitional housing provider dedicated to specifically serving homeless veterans. Primary prevention and early intervention can help veterans increase coping skills and to emulate healthy behavioral patterns instead of negative ones. This program endeavors to lower the incidence of emotional disorders offering a balanced development which stimulates each veteran's intellectual curiosity and the desire for lifelong learning. It also encourages self-esteem and confidence by recognizing the unique potential and worth of each veteran by reducing stress and promoting conditions that increase confidence and coping skills.

PROJECT VALUES AND PRINCIPLES:

We value the parents as the cornerstone of a successful and productive community. The proper growth and development of veterans within the

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

family structure from post military or incarceration to civilian readiness is a proven asset to any community.

Objectives

- Provide safe and affordable housing/transitional housing
- Develop an individualized service goal / success plan for each veteran
- Provide educational and case management services
- Increase job skills and training
- Improve income stability
- Assist each resident to secure permanent housing and achieve self-sufficiency

Admissions Criteria

- Must be an eligible veteran over the age of 18
- Must be homeless
- Must be drug and alcohol free for 30 days
- Must be willing to follow and abide by all program rules and service planning

Length of stay in program

Each resident will stay in program between 3 to 6 months

The Commission on Economic Opportunity works in conjunction with the Veterans Center to provide a comprehensive support environment.

Educational Enhancement and Economic Opportunity

- Job training and employment assistance
- Life skills training: basic home management, budget counseling and self-care skills

19-5

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

- Case management: service plan development, referrals, coordination and advocacy to appropriate agencies to address needs
- Housing counseling and referral plus continued follow up for 6 months after discharge

Additional Supportive Services from Veterans Partners

- Medical treatment and medication monitoring
- Substance abuse treatment / counseling
- Mental health treatment / counseling
- Benefit entitlement: VA benefits and VA pension

Building(s) Features

- Fire alarm system / smoke detectors
- All doors locked with entry code system
- Individual resident mailboxes
- Free operated laundry
- Community recreational room area
- 24-hour supervision

POD Features

- Completely furnished
- Living / dining room area
- Community shower, and restroom
- Wall-to-wall carpeting
- Central air conditioning
- Electric heat
- Smoke detectors
- Cable TV jacks

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

Post Prevention:
To provide the community with a resource of effective family strengthening that encompass a holistic approach to veterans, to improve the level of self esteem.

To develop and implement a promising program that address veteran adjusting back the civilian life.

ELIGIBILITY:

The eligibility criteria for participation in the program are that individuals live in Alabama. The eligibility criteria for participation in the program are veterans with DD 214 or Justification approved by the President.

DESIRED RESULTS:

To provide a variety of educational enrichment and enhancement programs for veterans.

To increase the veterans and incarcerated veteran's self-concept by 60% with the first year through cultural enrichment activities.

To provide all veterans with a means of getting faith based learning.

To provide an environment that is conductive to elevating a veteran to his/her fullest potential.

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

STAFF DESCRIPTION AND PROJECTED SALARIES

- The President primary responsibility will be to oversee the program. he will secure funding sources for various projects that will take place and insure that the funds are spent appropriately. In addition, the President will conduct program evaluations to insure that the project is conducted in accordance with the goals and objectives of the program. The President will meet with staff on need to need bases to insure operation and compliance.

- Executive Director will assist the President with duties and responsibilities and will report to the President.

- The Administrative Assistant will be responsible for all front office duties. He/She will serve as a support person for the program Pods Director and Counselors. He/She will report to the President.

- The Counselors (2) will provide supportive services to the participants by networking with various agencies and businesses in the community. He/She will be responsible for making referrals for participants as needed to other agencies that will provide supportive services. He/She will maintain a file on each participant's goals and their progress. He /She will report to the President.

- The instructor will plan and oversee all activities by the participants. The instructor will also ensure that all safety rules are adhered to at all times by all participants. He /She will report to the executive director.

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

- The Custodian will be responsible for the cleaning of the facility. The custodian will keep an inventory of all job related supplies needed and forward all request to the Administrative Assistant.

- The health care assistant will provide participants with assistance in completing health care follow up application. They will be available to assist the participants in areas of difficulties. The health care assistant will maintain a report on the progress of each participant. He /She will report to the executive director.

PROJECTED BUDGET

The program will cost $204,250 for the following items:

Personnel Services These costs are for the: President ($48,000) Executive Director ($32,000) Clerical Worker ($20,000) Fringe benefits total $3,250.	$103,250
Staff Services These costs include salaries for aides, part-time workers, and counselors.	$ 12,000
Office Equipment Equipment needed to maintain the program includes: TV/DVD, file cabinets, adding machines, copier, desks, pictures, and computers with laser printers.	$ 12,000

GEDLC

President/Founder: Bishop, Leighton Gordon Ph.D.

Email:bishoplg09@gmail.com Phone: 334-799-5297

Office/program Supplies Top quality supplies and materials are needed in order to provide children with quality child care.	$ 6,500
Other Equipment Other equipment needed for the program includes: Recreation equipment, signs, commercial carpet, playground equipment, library and resource supplies and equipment, locks and lockers, water fountains, kitchen and dining room equipment, and restroom equipment.	$ 30,000
Rent/Utilities	$ 21,600
Copying/Printing	$ 500
Postage For external communication with participants and other individuals or agencies.	$ 500
Transportation Vans and the drivers salary of $5,000. In addition to transportation being provided to and from the center.	$ 12,000
Conference and training These expenses in include airfare fees ($2,600), training seminars ($1,000) and statewide travel at a rate of .56 per mile. The instructors and directors will travel to meeting and training seminars during the year. These activities will add to the quality of the program and will provide the innovative ideas for continued education and the success of the program.	$3,600
INSURANCE	$2,300
	$204,250.

To: Montgomery County Commission

From: Inner Faith Economic Development Association

Re: Request for Summer Community Activity Funding

Date: May 19, 2017

To Whom It May Concern:

I'm writing this letter on behalf of Inner Faith Economic Development Association, a nonprofit corporation which objective is to improve the economic and social state of challenged communities in Montgomery, Alabama. Inner Faith mission is to focus on At Risk Youth, Summer Enrichment Programs, Tutorial for Educational Curriculums, and Healthy Nutritional Feeding programs to enhance the well balanced life style for low socially economic communities. Last year with the support of the Montgomery County Commission we were able to educate and feed over 50 children throughout the summer. Due to the lack of funds we had to turn away over 100 kids that could have participated in spiritual and educational programs.

We are asking that you grant Inner Faith Economic Development Association $12,000 to enhance our summer enrichment programs for at risk youth in Montgomery, Alabama. Thank you for your commitment to the people of Montgomery County and for supporting locally the investments in at risk youth.

Best Regards,

James Jones

MONTGOMERY
PUBLIC SCHOOLS

Montgomery County Board of Education

307 South Decatur Street • P.O. Box 1991 • Montgomery, AL 36102-1991
Phone (334) 223-6700 • Fax (334) 269-3076
www.preparingstudentsforlife.com

May 22, 2017

Dear Commissioners,

As the 2016-2017 school year comes to a close, Montgomery Public School Athletics is actively preparing for the 2017-2018 season. Athletics is an integral part of the education process for many students in our district. We strive to continue positive community representation through our athletic program. The athletes are learning valuable life skills such as effort, hard work, self-discipline, teamwork, and time management. Our system's overall goal is to engage, educate, and inspire students to succeed in college, career, and beyond. For many students in our system, athletics makes this success possible. For the 2017-2018 school year, we hope to continue to build on the solid foundation set from the 2016-2017 school year.

MPS will begin the 2017-2018 football season with the second annual "MPS Kickoff Classic." This game will allow MPS to showcase our talented high school athletes. Thursday, August 24, 2017, Sidney Lanier High School and Robert E. Lee High School will compete. Friday, August 25, 2017, Park Crossing High School and Jefferson Davis High School will compete. MPS will not be able to use Cramton Bowl due to the Alabama High School Athletic Association Champions Challenge. Therefore, all games will take place on the campus of Alabama State University.

Last year, you stepped up to our financial challenge and made this game possible. We need that same assistance again this year to make these games possible. Donations will be needed to help offset the cost of the stadium fee. Our goal is to provide a positive representation for our city and county, as well as, display our talented athletes.

We hope to secure enough funds to make this event a success. We graciously accept any assistance you can offer, and we thank you in advance for your support of the MPS athletic program. Thank you for your consideration. I can be reached at william.dean@mps.k12.al.us or (334) 318-7590.

Sincerely,

William B. Dean

William Brandon Dean, CMAA
District Director of Athletics
Montgomery Public Schools

21-1

UPCOMING BIDS/CONTRACT RENEWALS

Month	Contract No.	Item	Department	Vendor	Renewal Date	Rebid Date
JUNE						
	53000-15B-013	Plant Mix	Engineering	MidSouth Paving, Inc.	June 14, 2017	June 14, 2018
	51901-15B-023	Air Filters & Service	Support Service	Filter Service of	June 30, 2017	June 30, 2018
	51901-15B-022	Garbage Collection	Support Service	Advanced Disposal		June 30, 2018
	51901-15B-022	Garbage Collection	Support Service	Sea Coast		June 30, 2018
JULY						
	52200-14B-008	Inmate Phone System	Detention Facility	Legacy		July 21, 2017
AUG						
	51100-13B-024	Pest Control Services	County Commission	Knox Pest Control	Aug, 2017	Aug 31, 2019
	51965-14B-014	Internet Services	Information Systems	TW Telecom of Alabama		Aug 31, 2017
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019
SEPT						
	51901-14B-022	Preventive Maintenance	Support Service	Climate Services		Sept 14, 2017
	52110-13B-027	Oil Service & Tire	Sheriff's Office	Stivers Ford	Sept 30, 2017	Sept 30, 2019

22-1.