

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 5, 2018
AGENDA
INFORMATION SESSION

Call to Order and Welcome at 4:00 p.m.

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority
Vice President of Development Becky Saunders with Liberty Learning Foundation
Executive Director Meesoon Han with Alabama-Korea Education & Economic Partnership
(A-KEEP)
Mr. Oronde Mitchell
Sheriff Derrick Cunningham
Partnership Specialist William C. Scott with Census 2020
Acting Juvenile Court Administrator Beverly Wise with the Youth Facility
Chief Administrator Rhonda B. Cape with the District Attorney's Office
Campaign Chair Ed Crowell and Vice President of Resource Development Brenda Dennis
with River Region United Way

Recess to Formal Session

FORMAL SESSION

Welcome at 5:30 p.m.

Invocation by Guest of Chairman Dean

Pledge of Allegiance Led by Guest of Chairman Dean

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of October 15, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 23, 2018, County Commission
2. Consider Authorization of Resolution Authorizing the County's Christmas Holiday Observance on Monday, December 24, 2018, County Commission
3. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7ATL for the Montgomery County Sheriff's Office (FY2017 - \$50,000), Sheriff's Office
4. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 8ATL for the Montgomery County Sheriff's Office (FY2018 - \$50,000), Sheriff's Office
5. Consider Authorization to Ratify the 2018-2021 Agreement with the Alabama Department of Human Resources for the Child Support Unit, District Attorney's Office
6. Consider Authorization of Amendment Number 2 to Contract with Liberty Disposal, Inc., to provide a Dumpster Rental and Trash Collection Services at the Montgomery County Fleet Maintenance Shop, Contract Number 51901-18B-014, Support Services
7. Consider Authorization of Deductive Change Order Number 2 from Contractor Stallings & Sons, Inc., regarding Courthouse HVAC and Fire Alarm Replacement, County Commission
8. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
9. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
10. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
11. Consider Authorization of Budget Change Request Number 2, in the Amount of \$60,000 to Lighthouse Counseling Center, Inc., for Continuation of the County Jail Program, County Commission Appropriations

12. Consider Authorization of Budget Change Request Number 3 in the Amount of \$50,000 to the Chamber of Commerce for Garrett Coliseum Event and Tourism Development, County Commission Appropriations
13. Consider Authorization of Budget Change Request Number 1, Engineering Department
14. Consider Authorization to Include the Montgomery County Emergency Communication Dispatchers in the College Incentive Plan, Sheriff's Office
15. Consider Authorization of Allocation of Two Interns, Sheriff's Office
16. Consider Authorization of Position Fill Requests – Detention Facility (2)
 - Corrections Officer Trainee, Position Number 500419080
 - Corrections Officer Trainee, Position Number 500419113
17. Consider Authorization of Position Fill Requests – District Attorney's Office (3)
 - Receptionist / Secretary, Position Number 400016001
 - Assistant Records Coordinator, Position Number 408010022
 - Records Coordinator, Position Number 408015011
18. Consider Authorization of Position Fill Requests – Engineering Department (5)
 - County Road Equipment Operator I, Position Number 660551003
 - County Road Equipment Operator II, Position Number 630552012
 - County Road Equipment Operator II, Position Number 630552015
 - County Road Equipment Operator II, Position Number 660552002
 - County Traffic Control Tech III, Position Number 640576015
19. Consider Authorization of Position Fill Requests – Sheriff's Office (3)
 - Deputy Sheriff Trainee, Position Number 550430030
 - Deputy Sheriff Trainee, Position Number 550430036
 - Deputy Sheriff Trainee, Position Number 550430094
20. Consider Authorization of Position Fill Requests – Youth Facility (3)
 - Relief Juvenile Detention Officer, Position Number 910300001
 - Relief Juvenile Detention Officer, Position Number 910300002
 - Juvenile Detention Compliance Officer, Position Number 900303001
21. Consider Authorization of Travel/Training Requests (12)

Reports from Staff:

Deputy Administrator
County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

NOVEMBER 5, 2018

Regular County Commission Meeting
4:00 p.m. - Information Session
5:30 a.m. - Formal Session
First Baptist Church of Greater Washington Park
2817 3rd Street
Montgomery, Alabama

NOVEMBER 12, 2018

County Holiday (Observance of Veterans Day)

NOVEMBER 19, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

NOVEMBER 22, 2018

County Holiday (Observance of Thanksgiving)

DECEMBER 3, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 17, 2018

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 25, 2018

County Holiday (Observance of Christmas)

AGENDA

NOV - 5 2018

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-12-18

Check Number	To	Check Number
282082		282126
Total Checks Paid		\$216,644.15

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

EFT's included in amount

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-12-18

Check Number	To	Check Number
281127		282216
Total Checks Paid		\$328,513.65

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

Check# 281523 has been replaced with check# 282150

Check# 281262 has been replaced with check# 282151

EFT's included in amount

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-19-18

Check Number	To	Check Number
282217		282271
Total Checks Paid		\$851,911.19

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

EFT's included in amount

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-19-18

Check Number	To	Check Number
282272		282360
Total Checks Paid		\$552,945.61

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

EFT's included in amount

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-19-18

Check Number	To	Check Number
282361		282362
Total Checks Paid		\$2,899.81

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

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-26-18

Check Number	To	Check Number
282364		282390
Total Checks Paid		\$732,138.66

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

Check# 282363 replaces check# 266893

EFT's included in amount

AGENDA

NOV - 5 2018

11-5-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-26-18

Check Number	To	Check Number
282391		282442
Total Checks Paid		\$168,870.85

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
10/26/18

Payroll Check Number	131023	To	Payroll Check Number	131083	\$	42,210.58
Direct Deposits					\$	898,369.88
Payroll Check Number	131084	To	Payroll Check Number	131103	\$	256,722.08
Direct Deposits					\$	403,896.53
Federal Deposits					\$	315,363.61
Total Payroll Paid					\$	1,916,562.68

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

AGENDA

NOV - 5 2018

RESOLUTION

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

WHEREAS, On October 1, 2018, Governor Kay Ivey authorized a holiday observance on Friday, November 23, 2018 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 23, 2018, to allow county employees to spend time with their families in observance of Thanksgiving,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 23, 2018.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 5th day of November, 2018.

ATTEST:

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

Donald L. Mims, Administrator

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

KAY IVEY
GOVERNOR

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey

A handwritten signature in dark ink, appearing to read "Kay Ivey", is written over the printed name "Governor Kay Ivey".

DATE: October 1, 2018

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving

Thursday, November 22, 2018

*

Friday, November 23, 2018

Christmas

Monday, December 24, 2018

Tuesday, December 25, 2018

New Year's Day

Tuesday, January 1, 2019

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

KI/fm

RESOLUTION

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

WHEREAS, On October 1, 2018, Governor Kay Ivey authorized a holiday observance on Monday, December 24, 2018 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Monday, December 24, 2018, to allow county employees to spend time with their families in observance of Christmas,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Monday, December 24, 2018, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 5th day of November, 2018.

ATTEST:

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

Donald L. Mims, Administrator

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 1, 2018

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving

Thursday, November 22, 2018

Friday, November 23, 2018

Christmas

* Monday, December 24, 2018

Tuesday, December 25, 2018

New Year's Day

Tuesday, January 1, 2019

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

KI/fm



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

NOV - 5 2018

KEVIN J. MURPHY

CHIEF DEPUTY

COLONEL WANDA J. ROBINSON

DIRECTOR OF DETENTION

October 15, 2018

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
7ATL Grant - \$50,000

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. Please sign where indicated and return to Christie, my Administrative Assistant, as soon as possible.

If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 11/1/2018 End: 5/1/2020	6. Award Number: 7ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

2. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use FEMA/ Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.

5. Project Implementation: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

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

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

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

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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

14. Property Management Requirements:

- a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient (Sub-Recipient).
- b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Sub-Recipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

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

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

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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

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

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

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

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

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

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

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

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

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

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

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

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

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

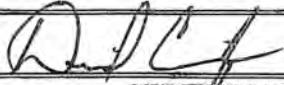
Agency Address: 115 S Perry Street, Montgomery, AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: 

Date: 10/10/18

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 101 S Lawrence Street, Montgomery, AL 36104

Phone Number: 334.832.1210

Signature: 

Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature:

Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: 

Date:

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:

Beginning

Ending

2. Audit will be submitted to ALEA Accounting Office by:

(Date)

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By

Name: Elton N. Dean, Sr.

Title: Chairman

Signature:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

NOV - 5 2018

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 15, 2018

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
8ATL Grant - \$50,000

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. Please sign where indicated and return to Christie, my Administrative Assistant, as soon as possible.

If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2018	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 10/1/2018 End: 5/31/2021	6. Award Number: 8ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2018 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

2. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. Audit Requirements: The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use FEMA/ Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.

5. Project Implementation: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

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

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

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

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA)*. Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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

14. Property Management Requirements:

- a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient (Sub-Recipient).
- b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Sub-Recipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

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

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

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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

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

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

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

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

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

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

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

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

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

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

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

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

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 S Perry Street, Montgomery, AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: 

Date: 10/10/18

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 101 S Lawrence Street, Montgomery, AL 36104

Phone Number: 334.832.1210

Signature:

Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature:

Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: 

Date:

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

- | | | |
|--|-----------|--------|
| 1. *Audit Period: | Beginning | Ending |
| | | |
| 2. Audit will be submitted to ALEA Accounting Office by: | (Date) | |

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By

Name: Elton N. Dean, Sr.

Title: Chairman

Signature:

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

AGENDA

NOV - 5 2018

October 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims **DLM**
County Administrator

SUBJECT: Department of Human Resources Agreement for Child Support

During the October 15, 2018 Commission meeting, Chief Administrator Rhonda Cape with the District Attorney's Office requested to place on the November 5, 2018, agenda the Department of Human Resources (DHR) Agreement for Child Support. The DA's Office has subsequently requested that Chairman Dean sign the Agreement and submit it to the Commission for ratification. This request was made because DHR has indicated they will not pay October expenses if they do not receive the signed agreement before the end of October.

Based upon this situation, Chairman Dean signed the Agreement and is requesting that the Commission ratify the 2018-2021 DHR Agreement during our next meeting.

Also, attached is a copy of the 2015-2018 Agreement with DHR.

DLM/tn

Attachments



www.mc-ala.org/da

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



(334)832-2550

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 24, 2018

SUBJECT: DHR Agreement for Child Support

Enclosed is the three year agreement with DHR beginning October 1, 2018 for Child Support Enforcement services.

We respectfully request that Chairman Dean sign the agreement so it can be submitted to DHR and that the Commission ratify it at their meeting on Monday, November 5. This request is made because DHR has indicated they will not pay October expenses if they do not receive the signed agreement before the end of October.

Contact me if you have any questions. Thank you for your help in this matter.

Enclosure

AGREEMENT BETWEEN
DISTRICT ATTORNEY, 15TH JUDICIAL CIRCUIT
and
MONTGOMERY COUNTY COMMISSION
and
MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES
and
THE DEPARTMENT OF HUMAN RESOURCES
OF THE STATE OF ALABAMA

AGREEMENT NO. DA-15-51-23

The purpose of this agreement is to implement and conform to the child support enforcement provisions of Title IV-D of the Social Security Act (PL 93-647, 42 U.S.C. 651, et seq.); Title 45 Code of Federal Regulations; other applicable federal statutes; Title 38 Chapter 10 of Code of Alabama 1975 and other applicable Alabama statutes; the Alabama State Title IV-D Plan; the Child Support Policy and Procedures Manual, and Child Support Enforcement Division policy directives.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree to the terms and conditions set forth below:

To effect this purpose, the above-mentioned parties, in consideration of the mutual covenants and promises hereinafter contained, hereby agree to the following definitions and duties:

I. Definitions: The term "support" shall mean: 1) spousal support which is incidental to a child support case in which child support payments are owed or as

required by federal regulations, 2) child support, and /or3) medical support obligations, including medical insurance, except where more specifically defined, and shall include interest, if any accrued thereon. The term "interest" shall mean any accrued interest on such support as allowable under Alabama statute.

II. DUTIES OF THE COUNTY DEPARTMENT OF HUMAN RESOURCES

The County Department(s) of Human Resources agree(s) to:

A. Accept and fulfill those services and responsibilities delineated in Exhibit B, and such Exhibit B is incorporated in this Agreement by specific reference.

B. Refer to the District Attorney appropriate cases in which:

- (1) Legal action is necessary to establish paternity;
- (2) Legal action is necessary to enforce ordered support;
- (3) Legal action is necessary to establish child support and/or health insurance and/or medical support;
- (4) Legal action is needed for determination of "Controlling Order" in interstate cases;
- (5) Legal action is needed to redirect payments
- (6) Legal action is needed to have a divorce or other decree modified in regard to child support or medical support obligations required in cases in which the County Department has evidence that one or more of the following conditions exists:

(a) a child needs to be added to an existing order;

- (b) child support was not previously ordered;
- (c) child support was set temporarily at a reduced amount with the express intention of being increased at a later date;
- (d) the original order for health insurance and/or medical insurance is no longer in the best interest of the child based on changed circumstances of the parties;
- (e) there are grounds for modification under Rule 32, Alabama Rules of Judicial Administration;
- (f) where administrative reviews completed pursuant to federal requirements indicates that the amount of the support order should be increased or decreased.

(7) Legal action is necessary to establish a judgment amount for support arrears and accrued interest.

- C. Provide the District Attorney with available information needed to establish paternity and secure, enforce, or modify support orders on cases referred; including interest calculation where appropriate.
- D. Provide staff as witnesses in court when necessary for prosecution of the County Department's cases.
- E. Secure genetic testing through administrative procedures or as ordered by the court in Title IV-D paternity cases.
- F. Retain administrative responsibility for all cases including responsibility for enforcement through administrative mechanisms, as required under Title IV-D of the Social Security Act, including but not limited to income tax intercept.

- G. Provide other appropriate and available information requested by the District Attorney.

III. DUTIES OF THE DISTRICT ATTORNEY

The District Attorney agrees to:

- A. Accept and fulfill those services and responsibilities delineated in Exhibit C, and such Exhibit C is hereby incorporated in this Agreement in its entirety by specific reference.
- B. Provide legal services related to child support in cases referred by the County Department in accordance with all applicable state and federal laws and regulations including, but not limited to, Title IV-D of the Social Security Act. The District Attorney, his or her representative retained to initiate legal proceedings at the request of the Department of Human Resources to establish or enforce child support, spousal support, medical support, and/or any other support services pursuant to the provisions of Title IV-D of the Social Security Act and the laws of this State shall represent the State of Alabama, Department of Human Resources exclusively in said cases pursuant to Code of Alabama 1975, § 38-10-7.1. This provision of legal services includes representation at administrative hearings as requested by the County Department and representation in Bankruptcy Court hearings.
- C. In accordance with the terms of the Agreement, establish paternity and support obligations and make attempts to enforce: 1) spousal support which is incidental to a child support case in which the child support

payments are delinquent or as required by federal regulations; 2) child support; 3) medical support obligations; and 4) accrued interest related to such support. This includes the institution of appropriate civil actions to modify or enforce divorce orders for child support, as provided for in Article II, Section B (6). The District Attorney expressly retains the right to decline to modify any case which does not meet the criteria outlined in Article II, Section B (6)a-f.

D. Maintain documentation, including time sheets and/or attendance records meeting certification requirements, in accordance with Chapter 15, Legal Services, Child Support Policy and Procedures Manual and Office of Management and Budget Circular A-87 May 17, 1995 for all charges against the Department under this Agreement.

IV. The District Attorney and/or County Commission agree to:

A. Maintain the books, records and documents of the District Attorney and/or County Commission, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted principles for a period of three (3) full years from the date of the final payment or from termination of the Agreement. Federal and State auditors including the Department's auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the

action are resolved or until the end of the three-year period, whichever is later.

- B. Assume full financial liability for audit exceptions ruled as final. The District Attorney and/or County Commission will receive notice of audit findings prior to final disposition and be offered the opportunity to participate in review of the audit exceptions with the State Department or, in the case of a federal audit, federal officials, if request for such opportunity has been received within 30 days of receipt of audit findings. Claims made by the District Attorney and/or County Commission for payment which are paid by the State Department and which are subsequently determined to be erroneous shall be reimbursed to the State Department by the District Attorney within 60 days after receipt of notification of erroneous payment.

The payment of any invoice by the State Department shall not prejudice the State's right to object to or question such invoice or matter in relation thereto. Such payment by the State Department shall neither be construed as acceptance of any part of the work nor as an approval of any of the costs invoiced therein. District Attorney's invoices shall be subject to reduction for amounts included in any invoice or payments theretofore made which are determined by the State Department, on a basis of audits conducted in accordance with the terms of the Agreement, not to constitute allowable costs. Any payment shall be reduced for overpayments. Allowable expenses, which were not claimed on submitted

reimbursements during the review period, may be claimed according to federal policy within a period of two years from the close of the quarter in which the underpayment occurred.

The State Department may deduct from reimbursements, or any other amounts which are or shall become due and payable to the District Attorney and/or County Commission under this or any other Agreement between the parties, any amounts which are or shall become due and payable to the State Department by the District Attorney. Any amounts due and payable to the County Commission by the State Department which are reduced by amounts due and payable to the State Department by the District Attorney shall be reported to the District Attorney by the County Commission and reimbursed by the District Attorney to the County Commission General Fund. Cooperate fully with any collection and evaluation activities carried out by the County Department or State Department in connection with the services performed under this Agreement.

- C. Ensure that all information recorded, collected, and maintained pursuant to this Agreement shall be available upon reasonable notice to inspection, review, and/or audit by authorized personnel of the state and the federal governments.
- D. Have and make available to the State Department job descriptions for staff providing services under this Agreement and submit them along with the yearly budget for approval.

E. Maintain strict standards of confidentiality of records in accordance with the law. The District Attorney further agrees that any information provided by the Department relative to applicants or recipients of Family Assistance or recipients of child support services is to be used only for the administration of services of this Agreement or in any other specified releases as authorized by the Department. The District Attorney agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes as stated and in accordance with state and federal law.

F. Utilize the child support computer system to the extent required to comply with reporting requirements of the Federal Office of Child Support Enforcement (OCSE); and update information on the child support computer system as needed to reflect legal activities in a timely manner, as instructed by the Child Support Enforcement Division. The District Attorney and/or County Commission agrees to provide the following information for all staff who will have access to DHR computer systems:

- a. Name
- b. Social security number
- c. Location
- d. Computer terminal device identification
- e. Notification of change in employment

G. Insure that all staff providing services pursuant to this Agreement have read and understands responsibilities as outlined.

V. MUTUAL OBLIGATIONS OF THE PARTIES

The District Attorney, County Commission, and the Department mutually agree that they will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act, and any applicable Department of Health and Human Services regulations, which prohibits discrimination on the basis of physical or mental disability in programs and activities receiving or benefiting from federal financial participation.
- C. Title IX of the Education Amendments of 1972, as amended, "20 U.S.C., 1981 et seq.", which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.
- F. Federal statute 31 U.S.C. 1352, which prohibits the use of federal funds related to lobbying. Furthermore, the District Attorney and/or County Commission agrees to execute annually the Certification Regarding Lobbying, a copy of which is

attached hereto as Exhibit D and which is incorporated and made part of this Agreement as if set out in full herein.

G. The Drug-Free Workplace Act of 1988, PL 100-690, Title V, Subtitle D that specifies requirements for handling employees with drug related problems.

H. All provisions of Internal Revenue Service Exhibit 7 of IRS Publication 1075 which represents the present IRS requirements for the proper handling of federal tax information (FTI); including criminal and civil penalties for improper disclosure, notices to employees of sanctions for improper disclosure, and the IRS right of inspection and audit for compliance. Internal Revenue Service Exhibit 7 of IRS Publication 1075 provides as follows:

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and

products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive

damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

- I. The District Attorney and/or County Commission will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-191) as follows:

1. Not use or further disclose the Protected Health Information other than as permitted by the Agreement or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in the Agreement;
3. Report to the covered entity any use or disclosure of the Protected Health Information not provided for by its Agreement of which it becomes aware;
4. Ensure that any agents, including a subcontractor, to whom it provided Protected Health Information received from, or created or received by the business associate on behalf of, the covered entity agrees to the same restrictions and conditions that apply to the business associate with respect to such information;
5. Make available Protected Health Information in accordance with 45 C.F.R. Section 164.524;
6. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. Section 164.526;
7. Make available Protected Health Information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by the business associate on behalf of the covered entity available to the Secretary for purposes of determining the covered entity's compliance with this subpart; and
9. Upon termination of the Agreement, for any reason, return or destroy all Protected Health Information received from, or created or received by the business associate on

behalf of the covered entity unless unfeasible or illegal to do so or that the business associate for any reason decided not to return or destroy the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of business associates.

10. Extend the protections of this Agreement to such Protected Health Information for so long as business associate maintains such Protected Health Information.

11. Assure that in order for this Agreement and Addenda to be consistent with and in compliance with HIPPA, agree that this Agreement may be amended from time to time upon written notice from the State Department to the District Attorney and County Commission as to any revisions required to make this Agreement consistent with and in compliance with HIPPA.

12. Authorize termination of the Agreement by the covered entity if the covered entity determines that the business associate has violated the material terms of the Agreement.

J. All regulations, guidelines, and standards lawfully adopted under the above statutes.

K. It is further understood and agreed that the District Attorney shall not be required to provide any service which is prohibited by or inconsistent with the existing laws of the State of Alabama or the Alabama Rules of Professional conduct for attorneys.

L. The State Department agrees to provide through the Child Support Enforcement Division (CSED) technical assistance and advice to the District Attorney and/or County Commission. The State Department CSED will monitor and evaluate the Child Support Enforcement Program and services under this Agreement.

VI. AGREEMENT PERIOD AND BUDGET

It is further agreed that:

A. This Agreement shall be for a period of three years beginning October 1, 2018, and ending September 30, 2021. The projected cost for the three year period is \$3,039,309.19 and the total agreement price shall not exceed that amount. Said three year projected cost includes any possible cost of living increases and inflation as it relates to the other line items in the budget in the same format as Exhibit A. The District Attorney will submit a proposed annual budget at least forty-five (45) days prior to the beginning of the State fiscal year (October 1). If approved by the State Department, the proposed budget will be signed by all parties prior to the beginning of the fiscal year that the budget encompasses and then attached to this Agreement and incorporated herein. The cumulative total of the actual three budgets shall not exceed the total Agreement price.

B. Any modification of this Agreement must be made by written amendments thereto, except that budget increases or decreases of up to 10% of the total budgeted amount for a fiscal year may be made through a letter of request from the District Attorney and/or County Commission with the approval of the county director(s) and the State Department of Human Resources or from the county director(s) or State Department of Human Resources with the concurrence of the District Attorney and/or County Commission. Said 10% increase or decrease may not cause the total Agreement price to exceed the amount specified herein.

C. The District Attorney shall submit monthly requests to the Department for reimbursement of expenses approved by the Department for services provided. A

combined monthly reimbursement request may be submitted in a multi-county circuit. Documentation, such as invoices and time records, should be maintained at the site where the request is prepared. Monthly reimbursements will be made in accordance with the approved annualized budget. The total amounts paid in a fiscal year shall not exceed the approved budget total for that fiscal year.

D. The County Commission will be fiscal agent for the reimbursement of allowable expenses approved by the Department. The Department agrees to reimburse the district attorney or County Commission for approved expenses submitted to the Department for services rendered subject to the provisions of Chapter 15 Legal Services, Child Support Policy and Procedures Manual.

E. Acquisition and ownership of equipment with a cost over \$500.00 under 100% reimbursement funding will be governed by the Child Support Policy and Procedures Manual, Chapter 15. Inventory documentation must be maintained by the District Attorney for audit verifications.

F. Certification of costs shall be submitted within ninety (90) days from the last day of the month in which costs were incurred. Reimbursement will not be made by the Department for costs submitted later than thirty (30) days following the end of a fiscal year, except where the period is reopened as the result of an audit. The parties further agree that reimbursement of approved expenses will be made to the District Attorney and/or County Commission no later than forty (40) working days after the reimbursement is submitted by the County Commission and approved by the Department.

G. The Department will reimburse the District Attorney or County Commission for attending training sessions which are approved by the Department up to

the approved State per diem and/or mileage rates currently in effect at the time training occurs in accordance with procedures in Chapter 15, Legal Services, Child Support Policy and Procedures Manual. The District Attorney must obtain prior written approval from the Department before seeking reimbursement for travel to training and/or conference attendance, but will be determined based on State funding when the expenditure is sought to be made. Travel expenses in the budget are conditional and are not approved, but will be subject to consideration and approval or disapproval at the time the travel request is made.

H. Certain items that may not be purchased or leased with money from the State General Fund or earmarked funds but are otherwise permissible will be reimbursed only up to the amount of federal matching funds.

I. The District Attorney and/or County Commission shall not impose any fees for services provided under this Agreement other than those prescribed by the State Department. The District Attorney must also obtain prior written approval for any item not contained in the approved budget.

VII. MISCELLANEOUS

A. It is understood and agreed by the parties that neither the District Attorney and/or County Commission nor their employees are entitled to receive Merit System benefits from the State of Alabama. pursuant to this Agreement.

B. The District Attorney and/or County Commission acknowledge and understand that this Agreement is not effective until it has received all requisite state government approvals and the District Attorney and/or County Commission shall not begin performing work under this Agreement until notified to do so by the Department.

The District Attorney is entitled to no compensation for work performed prior to the effective date of this agreement.

C. The District Attorney and/or County Commission warrants and represents to the State Department that neither the District Attorney and/or county Commission nor any of the District Attorney's trustees, officers, directors, agents, servants and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

D. 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 XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this Cooperative Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Cooperative Agreement, be enacted, then that conflicting provision in the Cooperative Agreement shall be deemed null and void. The District Attorney's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. 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 dispute including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

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

F. 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.

VII. TERMINATION

A. This agreement may be terminated by any party upon thirty (30) days written notice to the other parties. In the event of the proration of the fund from which payment under this Cooperative Agreement is to be made, the Cooperative Agreement will be subject to termination. Non-availability of funds, either State or federal, to DHR at any time shall cause this Agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State shall not incur liability beyond payment for services provided prior to the time funds became unavailable.

The State Department, the District Attorney, the Montgomery County Commission and the County Department of Human Resources have caused this agreement to be executed by their duly authorized representative as follows:

BY: _____
STATE DEPARTMENT OF HUMAN RESOURCES

BY: Dyl D. Bailey
DISTRICT ATTORNEY
15TH JUDICIAL CIRCUIT

BY: Elton M. Hearn
MONTGOMERY COUNTY COMMISSION

BY: _____
MONTGOMERY COUNTY DEPARTMENT OF
HUMAN RESOURCES

APPROVED FOR CONTENT:

BY: Rose E. McClay
DIRECTOR
CHILD SUPPORT ENFORCEMENT DIVISION

APPROVED FOR LEGAL FORM:

BY: AmBorch
STATE DEPARTMENT OF HUMAN RESOURCES
LEGAL OFFICE

Attachments:

- Exhibit "A" – Budget
- Exhibit "B" – County Duties
- Exhibit "C" – DA Duties
- Exhibit "D" – Lobbying Certificate
- Exhibit "E" – Immigration Compliance Certificate

EXHIBIT B

Under the terms of this agreement the County Department shall comply with the following responsibilities:

- (1) Interview all IV-D applicants to determine the extent of services needed and provide and have executed by all IV-D applicants at the time of the interview the "Important Legal Notice", DHR-CSD-1652.
- (2) Advise appropriate Family Assistance applicants that by receiving or authorizing receipt of Family Assistance, they thereby assign their support rights to the Department by operation of law, and that their eligibility for Family Assistance depends upon their cooperation in attempts to secure support from the responsible parent(s).
- (3) Prepare and transmit to the District Attorney complete, detailed referral documents including such information as the following: the names of the applicant, children and the noncustodial parent(s); sufficient identifying data on all parties to be used in the location and support process; pertinent legal information relative to marital status and orders for support; complete data relative to the noncustodial parent's whereabouts and employment; a copy of the Important Legal Notice and assignment of support rights (if any); other available information which may relate to the support process, including, but not limited to, a birth certificate when required by the District Attorney in paternity actions.
- (4) Refer cases in need of legal action to the District Attorney pursuant to program time standards.
- (5) Provide pertinent information relative to changes of status in appropriate cases.
- (6) Provide a parent location service, which will utilize appropriate inter/intrastate location resources and the Federal Parent Location Service. In cases which were previously referred to the District Attorney and in which action is being deferred pending location of the noncustodial parent, information regarding verified location of the noncustodial parent will be sent to the District Attorney within two (2) calendar days of DHR'S receipt of such information.
- (7) Provide the District Attorney with information on cases referred regarding delinquencies within five (5) calendar days of the end of the month in which the delinquency occurred.
- (8) Utilize the Child Support Computer System to generate Case Summaries and other documents needed by the District Attorney. Use legal screens to reflect referrals made to the District Attorney.
- (9) Take such administrative actions as may be necessary pursuant to state and federal law and regulation.

EXHIBIT C

Under the terms of this contract, the District Attorney shall comply with the following criteria:

(1) Ensure that child support legal services are made available and are performed for all Title IV-D cases referred by DHR to the District Attorney, whether such cases originate within or outside the state. Services include but are not limited to:

A. INTAKE: Upon receipt of a referral, the District Attorney shall review the case and establish a working file which protects confidential information, and attorney work products. The District Attorney shall ensure that referred IV-D child support enforcement cases are:

- a. Reviewed for completeness and, if the information is complete, acknowledge receipt of the case;
- b. If additional information is needed, notify the County Department within 20 calendar days of receipt by utilizing the PSD- CSD-581 form;
- c. If court action is appropriate to the case situation, the case is to be filed with the appropriate court within 28 calendar days of receipt of a complete referral. Income Withholding Orders shall be filed with the appropriate court within 3 working days of receipt. Prior to the date the action is filed the County Department is to be provided a written assessment through use of the PSD-CSD-581 form of case action determined by the District Attorney to be necessary and appropriate.
- d. If it is determined that legal action is inappropriate, the case will be closed and returned to the County Department within 20 calendar days of receipt of a complete referral from DHR. The reasons for such determination or conclusion must be included in the returned package.

B. ESTABLISHING PATERNITY AND LEGAL OBLIGATIONS TO SUPPORT:

a. After receipt and review of the referral, the District Attorney shall initiate activities that include the use of appropriate legal remedies to secure orders of support and, where appropriate, the legal determination of paternity for children born out of wedlock whether through voluntary acknowledgments, genetic testing, and/or trial. Activities include but are not limited to:

1. Converting voluntary agreements into court orders;
2. Undertaking efforts which will lead to the legal determination of a child support obligation through the use of guidelines established by Rule 32 of the Alabama Rules of Judicial Administration;
3. Request when appropriate the retroactive support due in compliance with Rule 32 of the Alabama Rule of Judicial Administration and *Ala. Code* 1975, §30-3-114..

4. Conducting general discovery as necessary including the use of interrogatories, requests for admissions, pretrial depositions, etc. when necessary;

5. Petitioning the court for reimbursement of genetic test costs upon request by the County Department in cases where paternity is being legally established and where the Department of Human Resources has borne the cost of genetic testing, however, this responsibility is limited to the final disposition of the paternity case and does not include separate actions for the collection and enforcement of this debt;

6. To the extent to which it is the responsibility of the District Attorney, insure that all actions filed are processed and disposed of within the time frames under 45 CFR 303.101 and Alabama Rules of Judicial Administration.

b. To the extent that the following actions are the responsibility of the District Attorney as designated in this Agreement, the following time standards will be observed by the District Attorney in regard to the establishment of paternity and the establishment of support obligations.

1. Paternity of a child must be established within one (1) year of the date the alleged parent (who is subsequently determined to be the legal parent) is successfully served.

2. In accordance with the terms of the Uniform Parentage Act, the District Attorney must seek to have a support obligation established at the same time as paternity is adjudicated.

3. Within 90 calendar days of locating a noncustodial parent regardless of whether paternity has been established, establish an order for support, or complete service of process necessary to commence proceedings to establish a support order, and if necessary paternity, (or document unsuccessful attempts to serve process, in accordance with the State's guidelines defining diligent efforts);

C. ESTABLISHING OBLIGATION FOR MEDICAL SUPPORT: In court actions for child support, the District Attorney shall petition for and attempt to secure an order requiring the noncustodial parent to provide medical support for the children when such is requested by the County Department.

D. ENFORCING SUPPORT ORDERS: Take necessary legal action to enforce orders of support. Such actions shall include, but not be limited to, the following:

- a. Income withholding in every case with a delinquency where income exists. It is to be used immediately and as first choice of method of enforcement in cases where the noncustodial parent is one month delinquent in support owed. Effective 11/1/90 income withholding is to be used immediately regardless of whether the noncustodial parent is delinquent unless there is an agreement by the parties which is approved by the court or as otherwise

mandated by state law. This expressly includes initial orders of support where there is no arrearage at the time the order is entered;

- b. Contempt proceedings;
- c. Attachment of real and personal property;
- d. Garnishment;
- e. Bonds;
- f. Executing judgments;
- g. Utilization of the federal court system in appropriate cases.

Other than (a.) above, in jurisdictions where the District Attorney is responsible for all enforcement actions, the District Attorney is to take an appropriate enforcement action no later than thirty (30) calendar days from the date a delinquency has been identified or the location of the noncustodial parent, whichever is later. Delinquency is defined as being one month or more in arrears on ordered payments. Appropriate enforcement action is defined as the legal enforcement action available to the Department of Human Resources which the District Attorney, in his/her professional judgment, believes is appropriate to the specific circumstances of the case in question.

In jurisdictions where the District Attorney is responsible only for remedies which require court action, service of process needed for enforcement actions must be completed (or unsuccessful attempts to serve process must be documented in accordance with the State's guidelines defining diligent efforts) and enforcement action taken if process is served within no later than 60 calendar days of identifying a delinquency or other support related non compliance with the order or location of the noncustodial parent, whichever occurs later. DHR will notify the District Attorney of delinquencies under this section in sufficient time to enable the District Attorney to comply with these time frames.

E. MODIFYING SUPPORT ORDERS:

(1) Activities include filing appropriate actions referred by the County Department in which it has been determined that there have been changes in circumstances in the child support case which warrant modification of the support order.

(2) Maintain a working file on each recipient of service. At a minimum the following are to be included in the working file:

- a. A record of significant case activity.
- b. A record of action resulting in an order.

(3) In order to perform the services stated in (1) above, the District Attorney agrees to prepare cases in advance of scheduled hearings and to be present during all hearings in which the Department of Human Resources is a party and which have been referred to the District Attorney under Title IV-D. Preparation of cases may include

scheduled conferences with the County Department on a regular basis prior to scheduled court hearings.

(4) Provide or make available to the County Department within a sufficient time to allow appeal, if needed, copies of court orders or official notices received on any referred case.

(5) Obtain negotiated agreements. The Department agrees that negotiated settlements of child support issues are acceptable, such as where current support is set pursuant to the provisions of Rule 32 of the Alabama Rules of Judicial Administration and arrearage and/or debt due the State or the IV-D client is not reduced nor payment thereof unreasonably extended. If the IV-D client and the Department disagree on settlement terms, the DA should represent the Department's position while allowing the IV-D client the opportunity to present his/her position to the court.

(6) Secure signed order on any and all court actions to which the Department is a party. The District Attorney also agrees to:

- a. Notify the County Department of any inaccuracies discovered in support orders and take whatever corrective action the District Attorney deems necessary;
- b. Request that all court orders for support obtained pursuant to the provisions of this agreement shall direct support payments be made through the State Disbursement Unit;
- c. Provide or make available to the County Department a copy of such support orders on date received to enable an appeal, if necessary;

(7) Refer any cases of suspected fraud related to child support or Family Assistance to the County Department.

(8) Advise the County Department if any recipient of Family Assistance fails or refuses to cooperate in establishing paternity and/or securing support.

(9) Evaluate orders of paternity, support, and/or enforcement or any other order as to whether it presents a question of law and/or is a decision warranting an appeal. The District Attorney shall:

- a. Notify via telephone the State Department of Human Resources Legal Office of any case that in the District Attorney's opinion warrants an appeal to the Alabama Court of Civil Appeals;
- b. Notify via telephone State DHR Legal Office of any appeals to the Court of Civil Appeals filed by the opposing counsel within 24 hours of notification of appeal. Written follow-up is to be provided within 5 days of said verbal notice;

- c. Provide the State Legal Office with case information and documentation as requested;
 - d. Provide assistance to the Department in filing Notice of Appeal to the Court of Civil Appeals when requested to do so.
- (10) Meet with the local child support enforcement staff, upon request or as needed, to discuss problems and/or mutual constraints involving legal services procedures, forms, scheduling, etc. Also provide consultation and training as mutually agreed upon by the District Attorney and the County Department and the State Department.
 - (11) Any new staff attorney(s) of the District Attorney's Child Support unit will be expected to attend the Department's basic Child Support training at least once. Staff members of the unit may attend such other Department workshops and conferences as the District Attorney deems necessary.
 - (12) Notify the County Department in writing within 14 calendar days of the date in which the District Attorney initiates subsequent legal action on a IV-D case without a referral from the County Department. A copy of said action will satisfy this requirement.
 - (13) Provide a corrective action plan within 30 days of the date of any letter or report from the State Department which specifies a program deficiency and requests a Corrective Action Plan. After submission of a corrective action plan, take the necessary corrective action within specified time frames. Any matter regarding an alleged program deficiency which is disputed will be subject to negotiation prior to the submission of the corrective action plan.
 - (14) Utilize the Legal Referral Set of the Child Support Computer System in a timely manner such that regular monthly reports reflect IV-D legal actions in the Circuit.
 - (15) File for separation of issues when matters (such as custody) other than child support arise as a result of a child support legal action.
 - (16) The District Attorney agrees to utilize AOC/DHR prescribed forms. These forms are available within the child support computer system provided by DHR to DA staff. The District Attorney also agrees to insure that his staff members adhere to this policy.

EXHIBIT D

CERTIFICATIONS REGARDING LOBBYING

Department of Health and Human Services
Family Support Administration

PROGRAM: Child Support Enforcement

PERIOD: October 01, 2018 to September 30, 2021

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Edton N. Leary Jr.
Signature

Montgomery County Commission
Agency/Organization

Chairman
Title

10/31/18

EXHIBIT E

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Montgomery

Before me, a notary public, personally appeared Elton N. Dean, Sr. (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Chairman (state position) for Montgomery County Commission (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Elton N. Dean Sr. Signature of Affiant

Sworn to and subscribed before me this 31st day of October, 2018

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

James L. Nix Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

AGREEMENT BETWEEN
DISTRICT ATTORNEY, 15TH JUDICIAL CIRCUIT
and
MONTGOMERY COUNTY COMMISSION
and
MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES
and
THE DEPARTMENT OF HUMAN RESOURCES
OF THE STATE OF ALABAMA

AGREEMENT NO. DA-15-51-23

The purpose of this agreement is to implement and conform to the child support enforcement provisions of Title IV-D of the Social Security Act (PL 93-647, 42 U.S.C. 651, et seq.); Title 45 Code of Federal Regulations; other applicable federal statutes; Title 38 Chapter 10 of Code of Alabama 1975 and other applicable Alabama statutes; the Alabama State Title IV-D Plan; the Child Support Policy and Procedures Manual, and Child Support Enforcement Division policy directives.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree to the terms and conditions set forth below:

To effect this purpose, the above-mentioned parties, in consideration of the mutual covenants and promises hereinafter contained, hereby agree to the following definitions and duties:

I. Definitions: The term "support" shall mean: 1) spousal support which is incidental to a child support case in which child support payments are owed or as

required by federal regulations, 2) child support, and /or3) medical support obligations, including medical insurance, except where more specifically defined, and shall include interest, if any accrued thereon. The term "interest" shall mean any accrued interest on such support as allowable under Alabama statute.

II. DUTIES OF THE COUNTY DEPARTMENT OF HUMAN RESOURCES

The County Department(s) of Human Resources agree(s) to:

A. Accept and fulfill those services and responsibilities delineated in Exhibit B, and such Exhibit B is incorporated in this Agreement by specific reference.

B. Refer to the District Attorney appropriate cases in which:

- (1) Legal action is necessary to establish paternity;
- (2) Legal action is necessary to enforce ordered support;
- (3) Legal action is necessary to establish child support and/or health insurance and/or medical support;
- (4) Legal action is needed for determination of "Controlling Order" in interstate cases;
- (5) Legal action is needed to redirect payments
- (6) Legal action is needed to have a divorce or other decree modified in regard to child support or medical support obligations required in cases in which the County Department has evidence that one or more of the following conditions exists:

(a) a child needs to be added to an existing order;

- (b) child support was not previously ordered;
- (c) child support was set temporarily at a reduced amount with the express intention of being increased at a later date;
- (d) the original order for health insurance and/or medical insurance is no longer in the best interest of the child based on changed circumstances of the parties;
- (e) there are grounds for modification under Rule 32, Alabama Rules of Judicial Administration;
- (f) where administrative reviews completed pursuant to federal requirements indicates that the amount of the support order should be increased or decreased.

(7) Legal action is necessary to establish a judgment amount for support arrears and accrued interest.

- C. Provide the District Attorney with available information needed to establish paternity and secure, enforce, or modify support orders on cases referred; including interest calculation where appropriate.
- D. Provide staff as witnesses in court when necessary for prosecution of the County Department's cases.
- E. Secure genetic testing through administrative procedures or as ordered by the court in Title IV-D paternity cases.
- F. Retain administrative responsibility for all cases including responsibility for enforcement through administrative mechanisms, as required under Title IV-D of the Social Security Act, including but not limited to income tax intercept.

- G. Provide other appropriate and available information requested by the District Attorney.

III. DUTIES OF THE DISTRICT ATTORNEY

The District Attorney agrees to:

- A. Accept and fulfill those services and responsibilities delineated in Exhibit C, and such Exhibit C is hereby incorporated in this Agreement in its entirety by specific reference.
- B. Provide legal services related to child support in cases referred by the County Department in accordance with all applicable state and federal laws and regulations including, but not limited to, Title IV-D of the Social Security Act. The District Attorney, his or her representative retained to initiate legal proceedings at the request of the Department of Human Resources to establish or enforce child support, spousal support, medical support, and/or any other support services pursuant to the provisions of Title IV-D of the Social Security Act and the laws of this State shall represent the State of Alabama, Department of Human Resources exclusively in said cases pursuant to Code of Alabama 1975, § 38-10-7.1. This provision of legal services includes representation at administrative hearings as requested by the County Department and representation in Bankruptcy Court hearings.
- C. In accordance with the terms of the Agreement, establish paternity and support obligations and make attempts to enforce: 1) spousal support which is incidental to a child support case in which the child support

payments are delinquent or as required by federal regulations; 2) child support; 3) medical support obligations; and 4) accrued interest related to such support. This includes the institution of appropriate civil actions to modify or enforce divorce orders for child support, as provided for in Article II, Section B (6). The District Attorney expressly retains the right to decline to modify any case which does not meet the criteria outlined in Article II, Section B (6)a-f.

D. Maintain documentation, including time sheets and/or attendance records meeting certification requirements, in accordance with Chapter 15, Legal Services, Child Support Policy and Procedures Manual and Office of Management and Budget Circular A-87 May 17, 1995 for all charges against the Department under this Agreement.

IV. The District Attorney and/or County Commission agree to:

A. Maintain the books, records and documents of the District Attorney and/or County Commission, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted principles for a period of three (3) full years from the date of the final payment or from termination of the Agreement. Federal and State auditors including the Department's auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the

action are resolved or until the end of the three-year period, whichever is later.

- B. Assume full financial liability for audit exceptions ruled as final. The District Attorney and/or County Commission will receive notice of audit findings prior to final disposition and be offered the opportunity to participate in review of the audit exceptions with the State Department or, in the case of a federal audit, federal officials, if request for such opportunity has been received within 30 days of receipt of audit findings. Claims made by the District Attorney and/or County Commission for payment which are paid by the State Department and which are subsequently determined to be erroneous shall be reimbursed to the State Department by the District Attorney within 60 days after receipt of notification of erroneous payment.

The payment of any invoice by the State Department shall not prejudice the State's right to object to or question such invoice or matter in relation thereto. Such payment by the State Department shall neither be construed as acceptance of any part of the work nor as an approval of any of the costs invoiced therein. District Attorney's invoices shall be subject to reduction for amounts included in any invoice or payments theretofore made which are determined by the State Department, on a basis of audits conducted in accordance with the terms of the Agreement, not to constitute allowable costs. Any payment shall be reduced for overpayments. Allowable expenses, which were not claimed on submitted

reimbursements during the review period, may be claimed according to federal policy within a period of two years from the close of the quarter in which the underpayment occurred.

The State Department may deduct from reimbursements, or any other amounts which are or shall become due and payable to the District Attorney and/or County Commission under this or any other Agreement between the parties, any amounts which are or shall become due and payable to the State Department by the District Attorney. Any amounts due and payable to the County Commission by the State Department which are reduced by amounts due and payable to the State Department by the District Attorney shall be reported to the District Attorney by the County Commission and reimbursed by the District Attorney to the County Commission General Fund. Cooperate fully with any collection and evaluation activities carried out by the County Department or State Department in connection with the services performed under this Agreement.

- C. Ensure that all information recorded, collected, and maintained pursuant to this Agreement shall be available upon reasonable notice to inspection, review, and/or audit by authorized personnel of the state and the federal governments.
- D. Have and make available to the State Department job descriptions for staff providing services under this Agreement and submit them along with the yearly budget for approval.

- E. Maintain strict standards of confidentiality of records in accordance with the law. The District Attorney further agrees that any information provided by the Department relative to applicants or recipients of Family Assistance or recipients of child support services is to be used only for the administration of services of this Agreement or in any other specified releases as authorized by the Department. The District Attorney agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes as stated and in accordance with state and federal law.
- F. Utilize the child support computer system to the extent required to comply with reporting requirements of the Federal Office of Child Support Enforcement (OCSE); and update information on the child support computer system as needed to reflect legal activities in a timely manner, as instructed by the Child Support Enforcement Division. The District Attorney and/or County Commission agrees to provide the following information for all staff who will have access to DHR computer systems:
- a. Name
 - b. Social security number
 - c. Location
 - d. Computer terminal device identification
 - e. Notification of change in employment
- G. Insure that all staff providing services pursuant to this Agreement have read and understands responsibilities as outlined.

V. MUTUAL OBLIGATIONS OF THE PARTIES

The District Attorney, County Commission, and the Department mutually agree that they will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act, and any applicable Department of Health and Human Services regulations, which prohibits discrimination on the basis of physical or mental disability in programs and activities receiving or benefiting from federal financial participation.
- C. Title IX of the Education Amendments of 1972, as amended, "20 U.S.C., 1981 et seq.", which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.

- F. Federal statute 31 U.S.C. 1352, which prohibits the use of federal funds related to lobbying. Furthermore, the District Attorney and/or County Commission agrees to execute annually the Certification Regarding Lobbying, a copy of which is attached hereto as Exhibit D and which is incorporated and made part of this Agreement as if set out in full herein.
- G. The Drug-Free Workplace Act of 1988, PL 100-690, Title V, Subtitle D that specifies requirements for handling employees with drug related problems.
- H. All provisions of Internal Revenue Service Exhibit 7 of IRS Publication 1075 which represents the present IRS requirements for the proper handling of federal tax information, including criminal and civil penalties for improper disclosure, notices to employees of sanctions for improper disclosure, and the IRS right of inspection and audit for compliance. Internal Revenue Service Exhibit 7 of IRS Publication 1075 provides as follows:

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be

treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also

notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

- I. The District Attorney and/or County Commission will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-191) as follows:
1. Not use or further disclose the Protected Health Information other than as permitted by the Agreement or as required by law;
 2. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in the Agreement;
 3. Report to the covered entity any use or disclosure of the Protected Health Information not provided for by its Agreement of which it becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom it provided Protected Health Information received from, or created or received by the business associate on behalf of, the covered entity agrees to the same restrictions and conditions that apply to the business associate with respect to such information;
 5. Make available Protected Health Information in accordance with 45 C.F.R. Section 164.524;
 6. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. Section 164.526;
 7. Make available Protected Health Information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528;

8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by the business associate on behalf of the covered entity available to the Secretary for purposes of determining the covered entity's compliance with this subpart; and
9. Upon termination of the Agreement, for any reason, return or destroy all Protected Health Information received from, or created or received by the business associate on behalf of the covered entity unless unfeasible or illegal to do so or that the business associate for any reason decided not to return or destroy the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of business associates.
10. Extend the protections of this Agreement to such Protected Health Information for so long as business associate maintains such Protected Health Information.
11. Assure that in order for this Agreement and Addenda to be consistent with and in compliance with HIPPA, agree that this Agreement may be amended from time to time upon written notice from the State Department to the District Attorney and County Commission as to any revisions required to make this Agreement consistent with and in compliance with HIPPA.

12. Authorize termination of the Agreement by the covered entity if the covered entity determines that the business associate has violated the material terms of the Agreement.
- J. All regulations, guidelines, and standards lawfully adopted under the above statutes.
- K. It is further understood and agreed that the District Attorney shall not be required to provide any service which is prohibited by or inconsistent with the existing laws of the State of Alabama or the Alabama Rules of Professional conduct for attorneys.
- L. The State Department agrees to provide through the Child Support Enforcement Division (CSED) technical assistance and advice to the District Attorney and/or County Commission. The State Department CSED will monitor and evaluate the Child Support Enforcement Program and services under this Agreement.

VI. AGREEMENT PERIOD AND BUDGET

It is further agreed that:

- A. This Agreement shall be for a period of three years beginning October 1, 2015, and ending September 30, 2018. the projected cost for the three year period is \$2,657,004.77 and the total agreement price shall not exceed that amount. Said three year projected cost includes any possible cost of living increases and inflation as it relates to the other line items in the budget in the same format as Exhibit A. The District Attorney will submit a proposed annual budget at least forty-five (45) days prior to the

beginning of the State fiscal year (October 1). If approved by the State Department, the proposed budget will be signed by all parties prior to the beginning of the fiscal year that the budget encompasses and then attached to this Agreement and incorporated herein. The cumulative total of the actual three budgets shall not exceed the total Agreement price.

- B. Any modification of this Agreement must be made by written amendments thereto, except that budget increases or decreases of up to 10% of the total budgeted amount for a fiscal year may be made through a letter of request from the District Attorney and/or County Commission with the approval of the county director(s) and the State Department of Human Resources or from the county director(s) or State Department of Human Resources with the concurrence of the District Attorney and/or County Commission. Said 10% increase or decrease may not cause the total Agreement price to exceed the amount specified herein.
- C. The District Attorney shall submit monthly requests to the Department for reimbursement of expenses approved by the Department for services provided. A combined monthly reimbursement request may be submitted in a multi-county circuit. Documentation, such as invoices and time records, should be maintained at the site where the request is prepared. Monthly reimbursements will be made in accordance with the approved annualized budget. The total amounts paid in a fiscal year shall not exceed the approved budget total for that fiscal year.

- D. The County Commission will be fiscal agent for the reimbursement of allowable expenses approved by the Department. The Department agrees to reimburse the district attorney or County Commission for approved expenses submitted to the Department for services rendered subject to the provisions of Chapter 15 Legal Services, Child Support Policy and Procedures Manual.
- E. Acquisition and ownership of equipment with a cost over \$500.00 under 100% reimbursement funding will be governed by the Child Support Policy and Procedures Manual, Chapter 15. Inventory documentation must be maintained by the District Attorney for audit verifications.
- F. Certification of costs shall be submitted within ninety (90) days from the last day of the month in which costs were incurred. Reimbursement will not be made by the Department for costs submitted later than thirty (30) days following the end of a fiscal year, except where the period is reopened as the result of an audit. The parties further agree that reimbursement of approved expenses will be made to the District Attorney and/or County Commission no later than forty (40) working days after the reimbursement is submitted by the County Commission and approved by the Department.
- G. The Department will reimburse the District Attorney or County Commission for attending training sessions which are approved by the Department up to the approved State per diem and/or mileage rates currently in effect at the time training occurs in accordance with

procedures in Chapter 15, Legal Services, Child Support Policy and Procedures Manual. The District Attorney must obtain prior written approval from the Department before seeking reimbursement for travel to training and/or conference attendance, but will be determined based on State funding when the expenditure is sought to be made. Travel expenses in the budget are conditional and are not approved, but will be subject to consideration and approval or disapproval at the time the travel request is made.

- H. Certain items that may not be purchased or leased with money from the State General Fund or earmarked funds but are otherwise permissible will be reimbursed only up to the amount of federal matching funds.
- I. The District Attorney and/or County Commission shall not impose any fees for services provided under this Agreement other than those prescribed by the State Department. The District Attorney must also obtain prior written approval for any item not contained in the approved budget.

VII. MISCELLANEOUS

- A. It is understood and agreed by the parties that neither the District Attorney and/or County Commission nor their employees are entitled to receive Merit System benefits from the State of Alabama pursuant to this Agreement.
- B. The District Attorney and/or County Commission acknowledge and understand that this Agreement is not effective until it has received all

requisite state government approvals and the District Attorney and/or County Commission shall not begin performing work under this Agreement until notified to do so by the Department. The District Attorney is entitled to no compensation for work performed prior to the effective date of this agreement.

- C. The District Attorney and/or County Commission warrants and represents to the State Department that neither the District Attorney and/or county Commission nor any of the District Attorney's trustees, officers, directors, agents, servants and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".
- D. 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 XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this Cooperative Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Cooperative Agreement, be enacted, then that conflicting provision in the Cooperative Agreement shall be deemed null and void. The District Attorney's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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 dispute including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

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

VII. TERMINATION

- A. This agreement may be terminated by any party upon thirty (30) days written notice to the other parties. In the event of the proration of the fund from which payment under this Cooperative Agreement is to be made, the Cooperative Agreement will be subject to termination. Non-availability of funds, either State or federal, to DHR at any time shall cause this Agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State shall not incur liability beyond payment for services provided prior to the time funds became unavailable.

The State Department, the District Attorney, the Montgomery County Commission and the County Department of Human Resources have caused this agreement to be executed by their duly authorized representative as follows:

BY: Amy G. Guzman
STATE DEPARTMENT OF HUMAN RESOURCES

BY: Det D. Bailey
DISTRICT ATTORNEY 15TH
JUDICIAL CIRCUIT

BY: Elton N. McLean, Sr.
MONTGOMERY COUNTY COMMISSION

BY: Karen J. Smith
MONTGOMERY COUNTY DEPARTMENT OF
HUMAN RESOURCES

APPROVED FOR LEGAL FORM:

BY: [Signature]
ATTORNEY
STATE DEPARTMENT OF HUMAN RESOURCES
LEGAL OFFICE

APPROVED FOR CONTENT:

BY: Aime Nelson
DIRECTOR
CHILD SUPPORT ENFORCEMENT DIVISION

Attachments:

- Exhibit "A" – Budget
- Exhibit "B" – County Duties
- Exhibit "C" – DA Duties
- Exhibit "D" – Lobbying Certificate
- Exhibit "E" – Immigration Compliance Certificate

EXHIBIT B

Under the terms of this agreement the County Department shall comply with the following responsibilities:

- (1) Interview all IV-D applicants to determine the extent of services needed and provide and have executed by all IV-D applicants at the time of the interview the "Important Legal Notice", DHR-CSD-1652.
- (2) Advise appropriate Family Assistance applicants that by receiving or authorizing receipt of Family Assistance, they thereby assign their support rights to the Department by operation of law, and that their eligibility for Family Assistance depends upon their cooperation in attempts to secure support from the responsible parent(s).
- (3) Prepare and transmit to the District Attorney complete, detailed referral documents including such information as the following: the names of the applicant, children and the noncustodial parent(s); sufficient identifying data on all parties to be used in the location and support process; pertinent legal information relative to marital status and orders for support; complete data relative to the noncustodial parent's whereabouts and employment; a copy of the Important Legal Notice and assignment of support rights (if any); other available information which may relate to the support process, including, but not limited to, a birth certificate when required by the District Attorney in paternity actions.
- (4) Refer cases in need of legal action to the District Attorney pursuant to program time standards.
- (5) Provide pertinent information relative to changes of status in appropriate cases.
- (6) Provide a parent location service, which will utilize appropriate inter/intrastate location resources and the Federal Parent Location Service. In cases which were previously referred to the District Attorney and in which action is being deferred pending location of the noncustodial parent, information regarding verified location of the noncustodial parent will be sent to the District Attorney within two (2) calendar days of DHR'S receipt of such information.
- (7) Provide the District Attorney with information on cases referred regarding delinquencies within five (5) calendar days of the end of the month in which the delinquency occurred.
- (8) Utilize the Child Support Computer System to generate Case Summaries and other documents needed by the District Attorney. Use legal screens to reflect referrals made to the District Attorney.
- (9) Take such administrative actions as may be necessary pursuant to state and federal law and regulation.

EXHIBIT C

Under the terms of this contract, the District Attorney shall comply with the following criteria:

(1) Ensure that child support legal services are made available and are performed for all Title IV-D cases referred by DHR to the District Attorney, whether such cases originate within or outside the state. Services include but are not limited to:

A. INTAKE: Upon receipt of a referral, the District Attorney shall review the case and establish a working file which protects confidential information, and attorney work products. The District Attorney shall ensure that referred IV-D child support enforcement cases are:

- a. Reviewed for completeness and, if the information is complete, acknowledge receipt of the case;
- b. If additional information is needed, notify the County Department within 20 calendar days of receipt by utilizing the PSD- CSD-581 form;
- c. If court action is appropriate to the case situation, the case is to be filed with the appropriate court within 28 calendar days of receipt of a complete referral. Income Withholding Orders shall be filed with the appropriate court within 3 working days of receipt. Prior to the date the action is filed the County Department is to be provided a written assessment through use of the PSD-CSD-581 form of case action determined by the District Attorney to be necessary and appropriate.
- d. If it is determined that legal action is inappropriate, the case will be closed and returned to the County Department within 20 calendar days of receipt of a complete referral from DHR. The reasons for such determination or conclusion must be included in the returned package.

B. ESTABLISHING PATERNITY AND LEGAL OBLIGATIONS TO SUPPORT:

a. After receipt and review of the referral, the District Attorney shall initiate activities that include the use of appropriate legal remedies to secure orders of support and, where appropriate, the legal determination of paternity for children born out of wedlock whether through voluntary acknowledgments, genetic testing, and/or trial. Activities include but are not limited to:

1. Converting voluntary agreements into court orders;
2. Undertaking efforts which will lead to the legal determination of a child support obligation through the use of guidelines established by Rule 32 of the Alabama Rules of Judicial Administration;
3. Request when appropriate the retroactive support due in compliance with Rule 32 of the Alabama Rule of Judicial Administration and *Ala. Code 1975, §30-3-114.*

4. Conducting general discovery as necessary including the use of interrogatories, requests for admissions, pretrial depositions, etc. when necessary;

5. Petitioning the court for reimbursement of genetic test costs upon request by the County Department in cases where paternity is being legally established and where the Department of Human Resources has borne the cost of genetic testing, however, this responsibility is limited to the final disposition of the paternity case and does not include separate actions for the collection and enforcement of this debt;

6. To the extent to which it is the responsibility of the District Attorney, insure that all actions filed are processed and disposed of within the time frames under 45 CFR 303.101 and Alabama Rules of Judicial Administration.

b. To the extent that the following actions are the responsibility of the District Attorney as designated in this Agreement, the following time standards will be observed by the District Attorney in regard to the establishment of paternity and the establishment of support obligations.

1. Paternity of a child must be established within one (1) year of the date the alleged parent (who is subsequently determined to be the legal parent) is successfully served.

2. In accordance with the terms of the Uniform Parentage Act, the District Attorney must seek to have a support obligation established at the same time as paternity is adjudicated.

3. Within 90 calendar days of locating a noncustodial parent regardless of whether paternity has been established, establish an order for support, or complete service of process necessary to commence proceedings to establish a support order, and if necessary paternity, (or document unsuccessful attempts to serve process, in accordance with the State's guidelines defining diligent efforts);

C. ESTABLISHING OBLIGATION FOR MEDICAL SUPPORT: In court actions for child support, the District Attorney shall petition for and attempt to secure an order requiring the noncustodial parent to provide medical support for the children when such is requested by the County Department.

D. ENFORCING SUPPORT ORDERS: Take necessary legal action to enforce orders of support. Such actions shall include, but not be limited to, the following:

- a. Income withholding in every case with a delinquency where income exists. It is to be used immediately and as first choice of method of enforcement in cases where the noncustodial parent is one month delinquent in support owed. Effective 11/1/90 income withholding is to be used immediately regardless of whether the noncustodial parent is delinquent unless there is an agreement by the parties which is approved by the court or as otherwise

- mandated by state law. This expressly includes initial orders of support where there is no arrearage at the time the order is entered;
- b. Contempt proceedings;
 - c. Attachment of real and personal property;
 - d. Garnishment;
 - e. Bonds;
 - f. Executing judgments;
 - g. Utilization of the federal court system in appropriate cases.

Other than (a.) above, in jurisdictions where the District Attorney is responsible for all enforcement actions, the District Attorney is to take an appropriate enforcement action no later than thirty (30) calendar days from the date a delinquency has been identified or the location of the noncustodial parent, whichever is later. Delinquency is defined as being one month or more in arrears on ordered payments. Appropriate enforcement action is defined as the legal enforcement action available to the Department of Human Resources which the District Attorney, in his/her professional judgment, believes is appropriate to the specific circumstances of the case in question.

In jurisdictions where the District Attorney is responsible only for remedies which require court action, service of process needed for enforcement actions must be completed (or unsuccessful attempts to serve process must be documented in accordance with the State's guidelines defining diligent efforts) and enforcement action taken if process is served within no later than 60 calendar days of identifying a delinquency or other support related noncompliance with the order or location of the noncustodial parent, whichever occurs later. DHR will notify the District Attorney of delinquencies under this section in sufficient time to enable the District Attorney to comply with these time frames.

E. MODIFYING SUPPORT ORDERS:

(1) Activities include filing appropriate actions referred by the County Department in which it has been determined that there have been changes in circumstances in the child support case which warrant modification of the support order.

(2) Maintain a working file on each recipient of service. At a minimum the following are to be included in the working file:

- a. A record of significant case activity.
- b. A record of action resulting in an order.

(3) In order to perform the services stated in (1) above, the District Attorney agrees to prepare cases in advance of scheduled hearings and to be present during all hearings in which the Department of Human Resources is a party and which have been referred to the District Attorney under Title IV-D. Preparation of cases may include

scheduled conferences with the County Department on a regular basis prior to scheduled court hearings.

(4) Provide or make available to the County Department within a sufficient time to allow appeal, if needed, copies of court orders or official notices received on any referred case.

(5) Obtain negotiated agreements. The Department agrees that negotiated settlements of child support issues are acceptable, such as where current support is set pursuant to the provisions of Rule 32 of the Alabama Rules of Judicial Administration and arrearage and/or debt due the State or the IV-D client is not reduced nor payment thereof unreasonably extended. If the IV-D client and the Department disagree on settlement terms, the DA should represent the Department's position while allowing the IV-D client the opportunity to present his/her position to the court.

(6) Secure signed order on any and all court actions to which the Department is a party. The District Attorney also agrees to:

- a. Notify the County Department of any inaccuracies discovered in support orders and take whatever corrective action the District Attorney deems necessary;
 - b. Request that all court orders for support obtained pursuant to the provisions of this agreement shall direct support payments be made through the State Disbursement Unit;
 - c. Provide or make available to the County Department a copy of such support orders on date received to enable an appeal, if necessary;
- (7) Refer any cases of suspected fraud related to child support or Family Assistance to the County Department.
- (8) Advise the County Department if any recipient of Family Assistance fails or refuses to cooperate in establishing paternity and/or securing support.
- (9) Evaluate orders of paternity, support, and/or enforcement or any other order as to whether it presents a question of law and/or is a decision warranting an appeal. The District Attorney shall:
- a. Notify via telephone the State Department of Human Resources Legal Office of any case that in the District Attorney's opinion warrants an appeal to the Alabama Court of Civil Appeals;
 - b. Notify via telephone State DHR Legal Office of any appeals to the Court of Civil Appeals filed by the opposing counsel within 24 hours of notification of appeal. Written follow-up is to be provided within 5 days of said verbal notice;

- c. Provide the State Legal Office with case information and documentation as requested;
 - d. Provide assistance to the Department in filing Notice of Appeal to the Court of Civil Appeals when requested to do so.
- (10) Meet with the local child support enforcement staff, upon request or as needed, to discuss problems and/or mutual constraints involving legal services procedures, forms, scheduling, etc. Also provide consultation and training as mutually agreed upon by the District Attorney and the County Department and the State Department.
- (11) Any new staff attorney(s) of the District Attorney's Child Support unit will be expected to attend the Department's basic Child Support training at least once. Staff members of the unit may attend such other Department workshops and conferences as the District Attorney deems necessary.
- (12) Notify the County Department in writing within 14 calendar days of the date in which the District Attorney initiates subsequent legal action on a IV-D case without a referral from the County Department. A copy of said action will satisfy this requirement.
- (13) Provide a corrective action plan within 30 days of the date of any letter or report from the State Department which specifies a program deficiency and requests a Corrective Action Plan. After submission of a corrective action plan, take the necessary corrective action within specified time frames. Any matter regarding an alleged program deficiency which is disputed will be subject to negotiation prior to the submission of the corrective action plan.
- (14) Utilize the Legal Referral Set of the Child Support Computer System in a timely manner such that regular monthly reports reflect IV-D legal actions in the Circuit.
- (15) File for separation of issues when matters (such as custody) other than child support arise as a result of a child support legal action.
- (16) The District Attorney agrees to utilize AOC/DHR prescribed forms. These forms are available within the child support computer system provided by DHR to DA staff. The District Attorney also agrees to insure that his staff members adhere to this policy.

EXHIBIT D

CERTIFICATIONS REGARDING LOBBYING

Department of Health and Human Services
Family Support Administration

PROGRAM: Child Support Enforcement

PERIOD: October 01, 2015 to September 30, 2018

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Edton M. Hearn, Sr.
Signature

Montgomery County Commission
Agency/Organization

Chairman
Title

9-30-15

Exhibit E

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Montgomery

Before me, a notary public, personally appeared Elton N. Dean, Sr. (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Chairman (state position) for Montgomery County Commission (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Elton N. Dean, Sr. Signature of Affiant

Sworn to and subscribed before me this 30th day of September, 2015.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Sammy L. Rix Signature and Seal of Notary Public

My Commission Expires 3/5/16

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

AGENDA

NOV - 5 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: October 10, 2018

RE: Contract No. 51901-15B-022
Dumpster Rental and Trash Collection Services

Request the attached Amendment No. 2 to provide a eight (8) yard dumpster serviced once per month for the Montgomery County Fleet Maintenance Shop at 1872 Terminal Road, Montgomery, AL 36108 to be considered for approval on a future agenda.

This amendment will allow the contract with Liberty Disposal, Inc. to provide at dumpster rental and trash collection services at the Montgomery County Fleet Maintenance Shop on a monthly basis at \$95.00 per month.

The Montgomery County Fleet Maintenance Shop was not part of the original bid; however, per the Invitation to Bid, Montgomery County Commission reserves the right to add other locations, within the county, as needed, during the period of the contract.

Liberty Disposal, Inc. contract will expire June 30, 2019, prices will remain firm during the contract period.

Amendment has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 51901-18B-014

Amendment No. 2

Contract for dumpster rental and trash collection services for Montgomery County, to be provided at Montgomery County Fleet Maintenance Shop, 1872 Terminal Road, Montgomery, AL 36108 is hereby amended as follows:

The following location will be added to the contract, Montgomery County Fleet Maintenance Shop. Dumpster rental and trash collection services will be provided on a monthly basis at \$95.00 per month, which should be billed to Montgomery County Commission, Support Services, P. O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS:

LIBERTY DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

NOV - 5 2018

October 10, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen
Deputy Administrator 

SUBJECT: Change Order 2 for Courthouse HVAC and Fire Alarm Replacement

Please find attached Change Order 2 for Courthouse HVAC and Fire Alarm Replacement to reduce the contract sum by \$9,320 for that portion of the elevator allowance not used.

I request that the change order be placed on the next agenda.

Attachment



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
1208GVL Montgomery County
Courthouse
HVAC and Fire Alarm
Replacement

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: October 15, 2015

Date: September 27, 2018

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

ARCHITECT: *(Name and address)*
PH&J Architects, Inc.
PO Box 215
Montgomery, AL 36101

CONTRACTOR: *(Name and address)*
Stallings & Sons, Inc.
1140 Newell Parkway
Montgomery, AL 36110

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Deduct remaining Elevator allowance money from project.....(\$9,320.00)

The original Contract Sum was	\$ 1,376,328.00
The net change by previously authorized Change Orders	\$ -153,598.21
The Contract Sum prior to this Change Order was	\$ 1,222,729.79
The Contract Sum will be decreased by this Change Order in the amount of	\$ 9,320.00
The new Contract Sum including this Change Order will be	\$ 1,213,409.79

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

PH&J Architects, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Patrick Addison, Vice Principal

PRINTED NAME AND TITLE

DATE

9-27-18

Stallings & Sons, Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

Jeffrey Stallings,
Secretary/Treasurer

PRINTED NAME AND TITLE

DATE

9-27-18

Montgomery County Commission

OWNER *(Firm name)*

SIGNATURE

Elton Dean, Sr. Chairman

PRINTED NAME AND TITLE

DATE

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 11/5/18 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			34,700	57,950	34,950	33,750	52,700	214,050
C-2019-31	Shepherd's Ministries, Inc.	After School Mentoring and Effective Black Parenting, and Spiritual Enlightenment Programs					500	500
C-2019-32	That's My Child Youth Organization	Program Expenses			5,000			5,000
C-2019-33	Dutchess Divas and Gents Youth Club, Inc.	Youth Programs to include the Kids Back to School Event				2,500		2,500
C-2019-34	Riley Relief Foundation, Inc.	Missing & Exploited Individual Awareness Programs				500		500
C-2019-35								0
NC-2019-14	Alabama Cooperative Extension Sys.	2018 Natural Resources Tour					750	750
NC-2019-15	City of Montgomery, BONDS	Mosswood Pine Forest Neighborhood Association					1,800	1,800
NC-2019-16	City of Montgomery, BONDS	Merrywood Homeowners Association					4,000	4,000
NC-2019-17	City of Montgomery, BONDS	Flatwood Communities Neighborhood Association for Senior Programs				750		750
NC-2019-18	City of Montgomery Parks and Recreation Department	Willie L. Cook, III Community Center for Senior Programs				500	1,500	2,000
NC-2019-19	City of Montgomery Parks and Recreation Department	King Hill Community Center for Senior Programs				750		750
NC-2019-20	Montgomery Housing Authority	Richardson Terrace for Senior Programs				750		750
			0	0	5,000	5,750	8,550	19,300
		Total Appropriations 11/5/18	34,700	57,950	29,950	28,000	44,150	194,750
		APPROPRIATED BUDGET BALANCE						
	Administrator	Date						

AGENDA

NOV - 5 2018

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 11/5/18 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			61,000	75,000	75,000	73,000	72,900	356,900
BOE-2019-6	Peter Crump Elementary School	Principal's Discretionary Fund for Special Projects	5,500					5,500
BOE-2019-7	Robert E. Lee High School	Softball Program			3,000			3,000
BOE-2019-8	Robert E. Lee High School	Band Program				5,000		5,000
BOE-2019-9	Robert E. Lee High School	Speech and Debate Program				3,500		3,500
		Total Appropriations 11/5/18	5,500	0	3,000	8,500	0	17,000
		APPROPRIATED BUDGET BALANCE	55,500	75,000	72,000	64,500	72,900	339,900
	Administrator	Date						

AGENDA

NOV - 5 2018

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 11/5/18 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	69,267	10,500	64,064	64,500	142,250	119,950	470,531
	Total Appropriations 11/5/18		0	0	0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		0	69,267	10,500	64,064	64,500	142,250	119,950	470,531
	Administrator	Date								

AGENDA

NOV - 5 2018

10-1

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

NOV - 5 2018

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 10/15/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 10/15/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Lighthouse Counseling Center	001-55500.431	0	60,000	60,000
Fund Balance	001.35900	0	(60,000)	(60,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for funding to the Lighthouse Counseling Center to operate the Drug Treatment Program at the Montgomery County Jail due to funding cuts by the State of Alabama.

Nathan Cook
Executive Director



*Celebrating over 40 years
of service to the community*

10/10/2018

To: Elton Dean, Chairman of Montgomery County Commissioners

From: Nathan Cook, Executive Director of Lighthouse Counseling Center, Inc.

Re: Financial Support for County Jail Program, \$60k

Dear Chairman Dean,

I would first like to thank the County for its past and present support for the County Jail Program that the Lighthouse has operated for several years now. We have attempted to secure funds through a five-year grant through SAMSA with the Sheriff's Office, COSA and other local agencies including the courts as partners. We just got notice that our community was not selected even though we had a strong application. Our agency has gone through a major financial crisis over the last year due to cutbacks in almost all our funding sources. We have made major cutbacks in staffing and cut all unnecessary cost to make sure we are running as efficiently and lean as possible. All other avenues have been unsuccessful at this point but due to the importance of the Substance Abuse issues in our community we are humbly forced to come again and ask for financial support since we did not receive the SAMSA grant. Enclosed, is a report on the service rendered thus far in 2018. We hope you will look favorably on this request to present before the Commissioners for financial support for our jail program for one more year. Thanks in advance for your consideration of this request with the support of the Sheriff's Office and Judge Harwick.

Sincerely,

A handwritten signature in dark ink that reads "Nathan Cook".

Nathan Cook

Executive Director

Montgomery County Detention Facility Quarterly Reports

November 2017- February 2018

	Total	Male	Female
Number of Assessments	41	33	8
Graduates	30	24	6
Discharges	8	6	2

March -May 2018

Number of Assessments	39	29	10
Graduates	38	30	8
Discharges	9	4	5

May 25th - July 12th 2018

Number of Assessments	10	8	2
Graduates	10	8	2
Discharges	3	2	1

Lighthouse Counseling Center, Inc. Montgomery County Jail Program Description

evidence based curriculum is unique to the group's population. Each therapist uses motivation interviewing techniques and the stages of changes to support and promote the patient's progress.

Program Goal/Objectives:

The goal of the Lighthouse Counseling Center, Inc., is the healing, restoration, and education of the people of our community and compassionately improving the quality of life for those we serve that are in the early stages of change and who are not yet ready to commit to full recovery. The avenue for accomplishing these goals within the Montgomery County Detention Facility are:

1. Level I Montgomery Jail Program(s): To provide eight (8) weeks of substance use education to gender specific inmates of the Montgomery County Detention facility.

B. Program Components/Requirements

Individuals detained at the county jail receive services at the respected facility. Inmates are assigned to groups based on gender. The essential educational services are provided through the group setting and includes an ASAM assessment and psycho-education sessions.

Access to services is made via a referral from one of the circuit judges, the jail staff, or a detainee requesting admission to the jail program. All referrals and admissions are handled by the jail staff and referral information disseminated to the jail counselor. The jail staff is responsible for each referral completing the Lighthouse's screening form and forwarding that information to the jail counselor. Following receipt of the screening form, the Lighthouse therapist will make arrangement to complete the full psychosocial assessment on the detainee.

Individuals who are placed in the program generally require a period of discovery – discovering that he/she has a substance problem, discovering the effects of the chemicals use on him/her physically and emotionally; and discovering the chaos that has been wrought in their lives and the lives of their family members by the phenomenon of addiction itself. The educational process will focus on establishing and to integrate within each individual a foundation of basic recovery principles and education that may be built upon as the detainee progress in the program. Patients will be expected to participate in group sessions four (4) times each week for a maximum of eight (8) weeks.

Detainees are expected to demonstrate knowledge of basic recovery principles and to develop knowledge and skill for preventing relapse.

Detainees are encouraged to transfer to a higher level of care within the community upon release from the controlled environment.

C. Admission Criteria

No person will be denied admission to the jail programs on the basis of sex, race, color, creed, sexual orientation, handicap, or age, in accordance with Title VI of the Civil rights Acts of 1964, as amended, 42 USC 2000d, Title XI of the Education Amendments of 1972, 20 USC 1681-1686 and s.504 of the Rehabilitation Act of 1973, as amended 29 USC 794, and the American with Disabilities Act of 1990, as amended, 42 USC 12101-12213. All individuals seeking admission, or re-admission, to care within the available services must voluntarily and cooperatively participate in the entire assessment process.

Screening. As a policy all detainees will be screened using the Department of Mental Health screening tool prior to the diagnostic interview examination, or initiation of recovery support service. All patients will be screened for the presence or risk factors for substance use, substance use and co-occurring mental disorder and the need for crisis intervention.

The information gathered during the screening process is documented on the DMH approved

Lighthouse Counseling Center, Inc.
Montgomery County Jail Program Description

The service plan is a written document that is developed in total agreement with the client. The service plan is written with measurable goals and strategies that are clearly reflective of the client's expressed reason for seeking treatment and stated desires for outcomes. The service plan is representative of the client's strengths, needs, abilities, and preferences and specify goals and strategies for goal attainment in words understandable to the client.

The interventions and strategies of the service plans are what the client indicates are acceptable to his/her confinement status, culture, age, ethnicity, development, and disabilities/disorders, which are relevant to the clients' needs and desired outcomes for services. The service plan is dated and signed by the client and the Lighthouse's employee responsibility for the development of the plan. A copy of the plan may or may not be provided to the client based on restrictions imposed by the jail staff.

The service plan is approved in writing by the clinical director or program coordinator.

D. Discharge Criteria:

Any patient may be discharged for the following reasons:

1. Successful completion of all program requirements; or,
2. Early release from confinement; or,
3. At client's request; or,
4. Express or implied threats of violence to staff member or other detainees; or
5. Repeated refusal to cooperate; or
6. At request of the judge or jail staff

Discharge Summary: As a policy, a discharge summary is completed on all clients regardless of discharge status. A written discharge summary is entered into each client's case record within five (5) days after discharge. The discharge summary shall be signed by the client when possible, the primary counselor, and the clinical supervisor or clinical director. A copy of the discharge summary may or may not be provided to the client based on restrictions imposed by the jail staff.

As a policy, to determine the appropriateness of discharging a client the assigned therapist shall indicate on the discharge summary the following:

1. A description of the reasons for discharge.
2. The client's status and condition at discharge
3. An evaluation of the client's progress toward goals established in the service plan and participation in the program.
4. Circumstances under which a return for additional treatment or care may be needed.

E. Client Records.

As a policy, a clinical record is established for each client accepted for service. The record is organized in a manner to communicate all services and contacts rendered to a recipient. Contained in each file and unique to each individual are the following elements: 1. Name. 2. Address. 3. Phone number. 4. Social security number. 5. Sex. 6. Race/ethnic background. 7. Date of birth. 8. Marital status. 9. Case number. 10. Date of service initiation. 11. Source of referral. 12. Alcohol/drug testing results. 13. Presenting problem(s). 14. Informed consents for treatment. 15. Drug screening results. 16. Release(s) for protected information. 17. Screening, assessment and service plans. 18. Progress notes. 19. Case review reports. 20. Medication record(s). 21. Copies of service related

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3

AGENDA

NOV - 5 2018

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 10/16/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 10/16/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	250,000	50,000	300,000
Fund Balance	001.35900	0	(50,000)	(50,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 250,000	\$ 0	\$ 250,000

JUSTIFICATION: To budget for funding to the Chamber of Commerce for maintaining Garrett Coliseum for event and tourism development in Montgomery County



GARRETT COLISEUM

INVOICE

MONTGOMERY AREA CHAMBER
OF COMMERCE
41 COMMERCE ST.
MONTGOMERY AL 36104

Invoice Date
Oct 1, 2018

Invoice Number
INV-0052

Reference
FY 2019 - COUNTY
COMMISSION

The Garrett Coliseum
1555 Federal Dr
MONTGOMERY AL 36107
USA

Description	Quantity	Unit Price	Amount USD
FY 2019 - Appropriation of Garrett Coliseum - Montgomery County Commission	1.00	50,000.00	50,000.00
Subtotal			50,000.00
TOTAL USD			50,000.00

Due Date: Oct 31, 2018

PAYMENT ADVICE

To: The Garrett Coliseum
1555 Federal Dr
MONTGOMERY AL 36107
USA

Customer MONTGOMERY AREA
CHAMBER

Invoice Number INV-0052

Amount Due 50,000.00

Due Date Oct 31, 2018

Amount Enclosed

Enter the amount you are paying above

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and Montgomery Area Chamber of Commerce, Inc., hereinafter referred to as The Chamber, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay The Chamber, the sum of fifty-thousand dollars (\$50,000.00) payable upon request. The contract services constitute FY 2-19 Garrett Coliseum Appropriation.

The Chamber will utilize these funds for maintaining Garrett Coliseum for event and tourism development in Montgomery County.

Each of the parties recognizes and assesses the need in Montgomery County for the promotion of tourism and economic development within the County and that these services are essential to the development of economic and tourism growth in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this 5th day of October 2018.

Montgomery Area Chamber of Commerce

By:  _____

Its: President
P.O. Box 79
Montgomery, Alabama 36101

Montgomery County Commission

By: _____

Its: Administrator
P. O. Box 1667
Montgomery, Alabama 36102-1667

NOV - 5 2018

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 1

DEPARTMENT: Engineering REQUESTED BY: George Speake 10/29/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 10/29/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: _____
 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53200.212	109,140	(3,260)	105,880
Rental of Construction Equipment	111-53200.225	500	3,260	3,760
Fuels & Lubricants	111-53300.212	159,500	(3,260)	156,240
Rental of Construction Equipment	111-53300.225	1,000	3,260	4,260
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 270,140	\$ 0	\$ 270,140

JUSTIFICATION: To realign budget for Rental of construction equipment.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

NOV - 5 2018

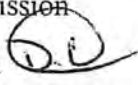
KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 9, 2018

MEMORANDUM

TO : Mr. Donnie Mims, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : College Incentive Program

Please find attached a Memorandum from Chief Briggs requesting that dispatchers be added to the College Incentive Plan. As you are aware, dispatchers are essential employees just as deputies are essential to law enforcement. We have agencies from other states, particularly Florida, that already take part in this program and use that incentive to hire our dispatchers.

Furthermore, we have been searching for dispatchers for the past six (6) months with little or no success. I feel this incentive would make it easier to hire and retain dispatchers. Please place this matter on the next agenda.

If you have any questions, please let me know.

DC/crv

encl.

cc: Ms. Florence Cauthen, Deputy Administrator

14-1

Memo

To: Sheriff Cunningham

From: Colonel Jon Briggs

Date: 9 October, 2018

Re: College Incentives for Dispatchers

On 5 June 2007, the County Commission approved a Incentive pay plan for Montgomery County Deputy Sheriff's and Correctional Officers with advanced College Degrees. Within this plan, employees with advanced degrees were awarded a two or three step advancement in the Montgomery County pay plan for their pay grade. During the discussions between the Sheriff and Ms. Barbara Montoya, our E-911 Dispatchers were for whatever reason, not considered for the incentive. The goal of this program is to ensure that we can attract applicants with advanced degrees as well as to encourage current employees to pursue additional education. The operation of the Montgomery County Emergency Communication Center (ECD) over the years has become more technical in nature and the need for Dispatchers with higher levels of education is becoming more important to the ECD's operational needs. Competition for applicants has also become more difficult in recruiting quality applicants for the Dispatcher positions. With the addition of the ECD into the College Incentive Program, our opportunities to recruit and retain quality Dispatchers will enable the Sheriff's Office to better serve the Citizens of Montgomery County.

I would like to request that the County Commission consider adding the Montgomery County Emergency Communication Dispatchers into the College Incentive Plan.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

NOV - 5 2018

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 16, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Two Interns – Job Corps

Please be advised that I would like to hire two paid interns through Job Corps to assist with various tasks at the Sheriff's Office. In the past, these interns have proven to be a great help to our agency as they are always eager to learn and complete tasks fully.

Please place this matter on the next agenda.

DC/crv

cc: Ms. Florence Cauthen, Deputy County Administrator

151

NOV - 5 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419080 - Replace A Adams
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date November 6, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date October 15, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/16/2018

Sherrill Thomas

Finance Director

Date 10/16/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 5 2018

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419113 (replace K. Harris)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date November 6, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 10/12/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/12/2018
 Employee Benefit Manager

Sherrill Thomas Date 10/16/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Receptionist / Secretary
 Position Number 400016001 (replace A. Taggart)
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date November 6, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 10/23/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 10/24/2018

Sherrill Thomas
 Finance Director

Date 10/24/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Assistant Records Coordinator
 Position Number 408010022 (replace L. Bedsole)
 Pay Grade A04 Pay Range \$28,765 - \$42,978
 Proposed Effective Date November 6, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 10/23/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/24/2018
 Employee Benefit Manager

Sherrill Thomas Date 10/24/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Records Coordinator
 Position Number 408015011 (replace B Crawford)
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date November 6, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 10/23/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 10/24/2018

Sherrill Thomas
 Finance Director

Date 10/24/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering Bridge

DEPARTMENT HEAD: George Speake

SUPERVISOR: Timothy Dicks

POSITION INFORMATION:

Position Title County Road Equipment Operator I

Position Number 660551003 (Replacing Jasper Holley)

Pay Grade S04-1 Pay Range 26,096 - 38,992

Proposed Effective Date November 6, 2018

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date October 25, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/25/2018

Sherrill Thomas

Finance Director

Date 10/25/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

NOV - 5 2018

DEPARTMENT:	Montgomery County Engineering D3
DEPARTMENT HEAD:	George Speake
SUPERVISOR:	Rob Chancey

POSITION INFORMATION:

Position Title	County Road Equipment Operator II	
Position Number	630552015 - Replacing Matthew Davis	
Pay Grade	S06 - 1	Pay Range 27,921 - 41,718
Proposed Effective Date	November 6, 2018	
Type of Hire	(☐) New (☒) Promotional	
Type of Appointment	(☒) Permanent (☐) Temporary	

DEPARTMENT APPROVAL:

George Speake
Department Head

Date 10/25/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

Date 10/25/2018

Sherrill Thomas
Finance Director

Date 10/25/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 5 2018

DEPARTMENT: Montgomery County Engineering Bridge
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Timothy Dicks

POSITION INFORMATION:

Position Title County Road Equipment Operator II
 Position Number 660552002 Replacing Brian Keel
 Pay Grade S06-1 Pay Range 27,921 - 41,718
 Proposed Effective Date November 6, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date October 25, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/25/2018

Sherrill Thomas

Finance Director

Date 10/25/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 5 2018

DEPARTMENT: Montgomery County Engineering Construction
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title County Traffic Control Tech III
 Position Number 640576015 (replacing Missildine)
 Pay Grade S09-1 Pay Range 34,109 - 50,965
 Proposed Effective Date November 6, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date October 19, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/22/2018

Sherrill Thomas

Finance Director

Date 10/24/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430030 (Replace D Ferguson)
 Pay Grade PST Pay Range \$38,236
 Proposed Effective Date November 6, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date October 12, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/12/2018

Sherrill Thomas

Finance Director

Date 10/16/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
Position Number 550430036 (Replace K Moran)
Pay Grade PST Pay Range \$38,236
Proposed Effective Date November 6, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 10/22/2018
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/22/2018
Employee Benefit Manager

Sherrill Thomas Date 10/24/2018
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

NOV - 5 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Relief Juvenile Detention Officer
 Position Number 910300001 (replace R. Taylor)
 Pay Grade PC1 Pay Range \$32,597-\$48,705
 Proposed Effective Date November 20, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 10/23/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted,

Lisa Herring Date 10/24/2018
 Employee Benefit Manager

Sherrill Thomas Date 10/24/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Compliance Officer

Position Number 900303001 (replace P. Boyd)

Pay Grade PC4 Pay Range \$45,842-\$68,493

Proposed Effective Date November 20, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 10/23/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/24/2018

Employee Benefit Manager

Sherrill Thomas Date 10/24/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

NOV - 5 2018

Date: October 16, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: December 5, 2018 Return Date: December 5, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the 2018 ACCA Legislative Conference

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$125.00

Department Name: County Commission Fund Name: General

Additional Comments: _____
Registration- \$125.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$6,702.67</u>
Budget Available:	<u>\$18,297.33</u>
Current Requests:	<u>\$125.00</u>
Budget Balance:	<u>\$18,172.33</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/16/2018

cc: Finance Director / Buyer

21-1

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

NOV - 5 2018

Date: October 18, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: December 5, 2018 Return Date: December 6, 2018
Conference Leave (Days / Hours): (2) Day (s)
Purpose of Travel: to attend the 2018 ACCA Legislative Conference

Traveler (s) Name: 1. Elton Dean 4. Doug Singleton
2. Dan Harris 5. Florence Cauthen
3. Isaiah Sankey 6. _____

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

Total (est.) Cost: \$625.00 Advance Registration Required: \$625.00
Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$625.00

To: Donnie Mims
From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$625.00 and advance registration of \$625.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265 (ex: 000-00000-000)</u>
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$6,702.67</u>
Budget Available:	<u>\$18,297.33</u>
Current Requests:	<u>\$750.00</u>
Budget Balance:	<u>\$17,547.33</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/18/2018

cc: Finance Director / Buyer

21-2

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

NOV - 5 2018

Date: October 18, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: December 6, 2018 Return Date: December 7, 2018
Conference Leave (Days / Hours): (2) Day (s)
Purpose of Travel: to attend the 2018 Annual Government & Accounting Forum

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$897.00 Advance Registration Required: \$300.00

Department Name: County Commission Fund Name: General

Additional Comments: _____
Registration- \$300.00 Meals- \$100.00 Mileage- \$100.28
Lodging \$396.72

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$897.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$6,702.67</u>
Budget Available:	<u>\$18,297.33</u>
Current Requests:	<u>\$1,647.00</u>
Budget Balance:	<u>\$16,650.33</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/24/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

NOV - 5 2018

Date: October 29, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Cullman, AL
Departure Date: November 13, 2018 Return Date: November 13, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Tyler Tech User Group Meeting

Traveler (s) Name: 1. Florence Cauthen 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$151.51 Advance Registration Required: _____

Department Name: County Commission Fund Name: General

Additional Comments: Mileage \$151.51

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$151.51 and advance registration of _____ is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$6,702.67</u>
Budget Available:	<u>\$18,297.33</u>
Current Requests:	<u>\$1,798.51</u>
Budget Balance:	<u>\$16,498.82</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

NOV - 5 2018

Date: October 31 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Washington, DC
Departure Date: March 2, 2019 Return Date: March 6, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend the 2019 NACo Legislative Conference

Traveler (s) Name: 1. Ronda Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,113.60 Advance Registration Required: \$490.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$490.00 Meals- \$300.00- Hotel- \$1,020.00 Airfare- \$303.60

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,113.60 and advance registration of \$490.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$6,702.67</u>
Budget Available:	<u>\$18,297.33</u>
Current Requests:	<u>\$3,912.11</u>
Budget Balance:	<u>\$14,385.22</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/1/2018

cc: Finance Director / Buyer

21-5

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

NOV - 5 2018

Date: October 29, 2018
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Cullman, AL
Departure Date: November 13, 2018 Return Date: November 13, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Tyler Tech Users Conference

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$151.51 Advance Registration Required: _____

Department Name: Finance Fund Name: General

Additional Comments: Mileage \$151.51

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$151.51 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$225.00</u>
Budget Available:	<u>\$2,775.00</u>
Current Requests:	<u>\$151.51</u>
Budget Balance:	<u>\$2,623.49</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2018

cc: Finance Director / Buyer

21-6

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

NOV - 5 2018

Date: 10/23/18
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Approval for the following travel:

Destination: Hilton Head, SC.
Departure Date: 11/14/18 Return Date: 11/17/18
Conference Leave (Days / Hours): 3 days
Purpose of Travel: National Probate Judges Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,200.00 Advance Registration Required: \$450.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: Air fare= \$500.00 / Rental car= \$200.00* / Lodging=\$600.00/Food= \$300
Parking=\$150.00 / Registration=\$450.00 (*Flying into Savannah and
renting a car is more economical than flying direct to Hilton Head, SC)

To: Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,200.00 and advance registration of \$450.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$17,000.00</u>	
Current Requests:	<u>\$2,200.00</u>	
Budget Balance:	<u>\$14,800.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/25/2018

cc: Finance Director / Buyer

21-7

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

NOV - 5 2018

Date: 10/12/2018
To: Donald L. Mims, Administrator
From: Myrtle Singleton
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: November 15, 2018 Return Date: November 15, 2018
Conference Leave (Days / Hours): 1 day
Purpose of Travel: 6th Annual Small Business Procurement Conference

Traveler (s) Name: 1. Myrtle Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Purchasing Fund Name: General

Additional Comments: _____

To: Myrtle Singleton

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51900.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$1,200.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$1,200.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$1,200.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2018

cc: Finance Director / Buyer

21-8

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

NOV - 5 2018

Date: 10/25/2018
To: Donald L. Mims, Administrator
From: Cindy Sahlie
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: Nov 15, 2018 Return Date: Nov 16, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To attend the Alabama Association of Boards of Registrars Fall Meeting

Traveler (s) Name: 1. Brenda Daly 4. _____
2. Ann T Schaum 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$779.80 Advance Registration Required: \$0.00

Department Name: Board of Registrars Fund Name: General Fund

Additional Comments: Lodging \$241.98 Meals \$300
Mileage \$215.82 Parking \$22

To: Cindy Sahlie

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$779.80 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51920.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,200.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$1,200.00</u>	
Current Requests:	<u>\$779.80</u>	
Budget Balance:	<u>\$420.20</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/26/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

NOV - 5 2018

Date: October 15, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Anniston, AL
Departure Date: November 26, 2018 Return Date: November 28, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Practical Homicide Investigation Course

Traveler (s) Name: 1. Kyle Sage 4. _____
2. Marshawn Garner 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,600.00 Advance Registration Required: \$940.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,600.00 and advance registration of \$940.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$1,160.00</u>	
Budget Available:	<u>\$38,840.00</u>	
Current Requests:	<u>\$1,600.00</u>	
Budget Balance:	<u>\$37,240.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2018

cc: Finance Director / Buyer

21-10

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

NOV - 5 2018

Date: October 15, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: January 28, 2019 Return Date: February 1, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend New Sheriffs Orientation

Traveler (s) Name: 1. Sheriff Derrick Cunningham 4. Josh Stewart
2. Lisa Crenshaw 5. _____
3. Regina Walker 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$1,000.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$1,000.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$1,160.00</u>	
Budget Available:	<u>\$38,840.00</u>	
Current Requests:	<u>\$3,600.00</u>	
Budget Balance:	<u>\$35,240.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/16/2018

cc: Finance Director / Buyer

21-11

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

NOV - 5 2018

Date: OCTOBER 26, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: February 4, 2019 Return Date: February 8, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Advanced Appraisal Concepts

Traveler (s) Name: 1. J'Varra McCall-Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$980.20 Advance Registration Required: \$300.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$305.20 Meals: \$375.00
Registration: \$300.00
TOTAL EST. COST: \$980.20

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 11/5/18 reimbursement of actual and necessary expenses in the
approximate amount of \$980.20 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$2,645.00</u>	
Budget Available:	<u>\$27,355.00</u>	
Current Requests:	<u>\$980.20</u>	
Budget Balance:	<u>\$26,374.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/26/2018
cc: Finance Director / Buyer

21-12