



# MEETING AGENDA

District 1  
Matthew Wilson  
Member

District 2  
Raevan Howard

District 3  
Norman Crow  
Vice Chairperson

District 4  
Lee Busby  
Chairperson

District 5  
Kip Tyner

District 6  
John Faile  
Alternate

District 7  
Cassius Lanier

## Council Finance Committee Meeting Agenda

Tuesday, February 28, 2023 Daugherty Conference Room 3:15 p.m.

TOPIC	PRESENTER	SUPPORTING MATERIAL
<b>Approval of Minutes</b>		
<b>OLD BUSINESS</b>		
1. Tuscaloosa Public Library funding ( <b>tabled 2-21-23</b> )	<b>Jennifer Pearson</b>	
<b>NEW BUSINESS</b>		
2. FY23 General Fund budget revision no. 9	<b>Carly Standridge</b>	2-6
3. Funding for Police take home vehicle program	<b>Mayor Maddox Carly Standridge</b>	
<b>ADJOURN</b>		



**Proposed Budget Revisions for FY 2023**  
 Finance Committee - February 28, 2023

<b>General Fund Budget Amendment #9</b>						
<b>a.</b>	<b>Action</b>	<b>Account #</b>	<b>Line Item</b>	<b>Budget</b>	<b>Revision</b>	<b>Budget</b>
	Increase	10100075-1989	GRANT-ST-INTERNET CRIME CHILDR	-	(10,000.00)	(10,000.00)
	Increase	10105010-1015	SALARIES	23,337,893.00	10,000.00	23,347,893.00
					-	

*To establish budget for the Internet Crimes Against Children (ICAC) Program MOU.*

<b>b.</b>	<b>Action</b>	<b>Account #</b>	<b>Line Item</b>	<b>Budget</b>	<b>Revision</b>	<b>Budget</b>
	Increase	10100060-06361	PY FUND BAL-MUN CRT (TR TECH)	(31,161.00)	(45,227.00)	(76,388.00)
	Increase	10105010-3170	REPAIRS & SUPPLIES	143,161.00	45,227.00	188,388.00
					-	

*This budget revision is for the purchase fingerprinting equipment for TPD.*

SUBGRANT AGREEMENT  
BY AND BETWEEN  
THE ALABAMA LAW ENFORCEMENT AGENCY  
AND  
TUSCALOOSA POLICE DEPARTMENT

This Agreement by and between the Alabama Law Enforcement Agency ("ALEA") and the Tuscaloosa Police Department (hereinafter referred to as the Sub-Grantee) shall begin upon the date the last signature is affixed to this Agreement for a period of two (2) years, unless the period is extended by extension of the above-referenced federal grant to ALEA from the U.S. Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJFP").

WHEREAS, because ALEA has been designated as the fiscal agent for the State of Alabama Internet Crimes Against Children ("ICAC") Program, all requests for payments and budget reprogramming shall pass through ALEA.

NOW THEREFORE, ALEA and the Sub-Grantee hereby agree to disburse OJJDP office funds in the total amount of ten thousand dollars (\$10,000.00) to reimburse the Sub-Grantee for salary, fringe benefits, and other authorized pre-approved expenditures incurred by a sworn officer working ICAC cases under the following terms and conditions:

1. The Sub-Grantee agrees to follow all applicable federal, state, and local guidelines regarding purchases, other expenditures, and property disposition under the DOJ/OJJDP program, including but not limited to the following:

- \* OMB Circular A-87
- \* OMB Circular A-I02
- \* OMB Circular A-110
- \* OMB Circular A-133
- \* DOJ-OJP Financial Guide, located at <http://www.oip.usdoj.gov/financialguide>
- \* DOJ Rules and Regulations, including those outlined on [www.usdoj.gov](http://www.usdoj.gov); and
- \* The Fair Labor Standard Act (FLSA).

2. The Sub-Grantee agrees to abide by Property Disposition Rules referenced in the OJP Financial Guide and return all equipment purchased or issued to ALEA through the ICAC Program.

3. The Sub-Grantee must comply with EEO requirements before any funds are released. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.R.F. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding until such time as the recipient is in compliance. (Appendix "A".)

The Sub-Grantee will not exceed the aforementioned budget amount or deviate from the approved budget the Sub-Grantee submits to ALEA unless both ALEA and OJJDP approve future reprogramming requests. The Sub-Grantee shall submit an itemized Budget Detail Worksheet (Appendix "B") with the return of this signed Agreement and shall submit all reprogramming requests by using the "ALEA Budget Reprogramming Form" (Appendix "C").

4. The Sub-Grantee agreed to submit monthly invoices with backup documentation (invoices, payroll information, timesheets, etc.) to ALEA's financial office at the following address by the 5<sup>th</sup> day of the following month:

Alabama Law Enforcement Agency  
Administrative Division – Financial Services Unit  
Attn: Harvey Farris, Grants Accounting  
Post Office Box 1511  
Montgomery, AL 36102-1511

5. The Sub-Grantee shall submit Quarterly Financial Reports to ALEA by the 5<sup>th</sup> business day following the end of the calendar year using the "ALEA Quarterly Financial Report" (Appendix "E") which ALEA shall use as a monitoring tool to complete the required DOJ Financial Status Report (SF269). Failure to do so will delay reimbursement and may result in the grantee terminating funding.

6. ALEA agrees to transfer funds to the Sub-Grantee after ALEA receives the invoice noted in Section 4 of this Agreement and after DOJ electronically remits fund to ALEA. The Sub-Grantee must complete and return Form W-9, "Request for Taxpayer Identification Number and Certification" (Appendix "F") and provide a contact name and telephone number.

7. The Sub-Grantee agrees to reimburse ALEA for any cost(s) ALEA pays to the Sub-Grantee which is later disallowed after audit or financial review.

8. The Sub-Grantee agrees to comply with all required grant special conditions as attached. The Sub-Grantee must initial all special conditions in the lower right corner and return it with this Agreement.

9. The Sub-Grantee shall conduct all investigations according to DOJ-issued ICAC Operational and Investigative Standards (Appendix "G").

10. The Sub-Grantee agrees to submit Monthly Case Tracker and statistical reports through ICAC Data System (IDS) by the 5<sup>th</sup> day of the month following the end of each month. Failure to do so will delay reimbursement and may result in the grantee terminating funding.

11. The Sub-Grantee agrees to provide all services outlined in the attached proposal referenced above during the time frame specified in this Agreement.

12. The Sub-Grantee must retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for AT LEAST THREE (3) YEARS following notification from the awarding agency that the grant has been programmatically and fiscally closed OR at least three (3) years following the closure of its audit report covering the entire award period, whichever is later. Retention is required for purposes of federal examination and audit. Record may be retained in an automated format.

13. The Sub-Grantee shall provide 30 days' written notice on agency letterhead if the Sub-Grantee decides to withdraw from the project or program.

14. The Sub-Grantee shall comply with monitoring visit(s) which shall include but not be limited (1) inventory of equipment and (2) review of financial and performance reports (i.e., statistical data, payroll information, timesheets, invoices, activity reports, etc.). Such monitoring visit(s) will be conducted at least once per year and each year thereafter until the grant funds expire. Failure to comply with this request may delay reimbursement and/or result in the grantee terminating funding.

15. ALEA may terminate the Sub-Grantee Agreement for the Sub-Grantee's failure to perform or to adhere to the guidelines established the subgrant Agreement, the Agreement establishing a local agency as an Alabama Law Enforcement Agency "affiliate" or "affiliate agency" (participating in the Internet Crimes Against Children Task Force), and/or those guidelines established by the DOJ for receiving, maintaining, and using grant funds. ALEA shall provide 30 days' written notice to the Sub-Grantee prior to termination. In the event of termination for failure to perform or failure to adhere to established guidelines, the Sub-Grantee must return any and all equipment or funds reimbursed during the grant period covering said funds to ALEA prior to termination.

16. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good-faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is to file a claim with the Alabama Board of Adjustment. For any and all other disputes arising under the terms of this Agreement which negotiation does not resolve, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

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

ALABAMA LAW ENFORCEMENT AGENCY

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

Hal Taylor, its Secretary

ALEA Legal Counsel

Date: \_\_\_\_\_

(TUSCALOOSA POLICE DEPARTMENT)

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, its Chief

Sub-Grantee Legal Counsel

Date: \_\_\_\_\_