REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MARCH 19, 2018

AGENDA

INFORMATION SESSION

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

Prayer

Reports from Staff:

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

Comments from Scheduled Attendees:

Midtown Montgomery Neighborhood Alliance President Crews Reaves
Director of Risk Management Scott Kramer
Development Director Eve Loeb and Artistic Director Rick Dildine with the Alabama Shakespeare Festival
Interim Director Ed Bridges and Director of Development Emily Flowers with the Montgomery Museum of Fine Arts
Mrs. Rozelia Harris with the Nat King Cole Society, Inc.
Director Cynthia Handy and Office Manager Shelecia Robinson with Alabama State University/ASPIRE
President Cheryl Lange and Board Member Mike Ranieri with Leadership Montgomery

Recess to Formal Session

FORMAL SESSION

Welcome at 5:30 p.m.

Invocation by Faulkner University President Mike Williams

Pledge of Allegiance Led by Eli Walker

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of March 5, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Resolution Declaring the Month of April as "Fair Housing Month", County Commission

2. Consider Authorization of Board Member Appointments, The Industrial Development Board of the City of Montgomery

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 Amendment Number 3 to Contract with Keefe Commissary Network, LLC, regarding a Ninety (90) Day Extension, beginning April 3, 2018 and ending on July 2, 2018, for Commissary and Trust Fund Management, Contract Number 52200-14B-024, Sheriff's Office

5. Consider Authorization of Amendment Number 5 to Contract with SharpCut Lawn Service, regarding a One Hundred Twenty (120) Day Extension, beginning March 19, 2018 and ending on July 17, 2018, for Landscape at the Montgomery Industrial Park, Contract Number 53100-14B-030, Support Services

6. Consider Authorization of In Building Radio Distribution Agreement and Related Right of Entry Agreement with Verizon Wireless of the East, LP, d/b/a Verizon Wireless, Information Systems

7. Consider Authorization of Montgomery County Technical Infrastructure with Funding to be Authorized Later, Information Systems

8. Consider Authorization of Performance Evaluation for 2016-2017 (Consolidated Report) and merit increase for County Administrator, County Commission

9. Consider Authorization to Sell Three Surplus Ford Taurus Vehicles to the Lowndes County Sheriff's Office in the Amount of $4,500 Each for a Total of $13,500, Sheriff's Office

10. Consider Authorization to Sell One Surplus Ford Taurus Vehicle to the Bullock County Sheriff's Office in the Amount of $4,500, Sheriff's Office

11. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission

12. Consider Authorization of Miscellaneous Appropriations to Education, County Commission

13. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission

14. Consider Authorization to Reallocate an Appraiser II to Appraiser I and Authorize Related Position Fill Request for Appraiser I, Appraisal Department

15. Consider Authorization of Position Fill Requests – Detention Facility (4)
    - Administrative Support Associate, Position Number 500013100
    - Corrections Officer Trainee, Position Number 500419038
    - Corrections Officer Trainee, Position Number 500419112
    - Corrections Officer Corporal, Position Number 500425027

16. Consider Authorization of Position Fill Request – Sheriff's Office (1)
    - Deputy Sheriff Lieutenant, Position Number 550434080

17. Consider Authorization of Travel/Training Requests (7)

Reports from Staff:

Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

MARCH 19, 2018	Regular County Commission Meeting 4:00 p.m. - Information Session 5:30 p.m. - Formal Session Faulkner University, Lester Chapel 5345 Atlanta Highway Montgomery, Alabama
APRIL 2, 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
APRIL 16, 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
MAY 7, 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
MAY 21, 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
MAY 28, 2018	County Holiday (Memorial Day)

AGENDA

MAR 19 2018

3-19-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-9-18

Check Number	To	Check Number
276052		276425
Total Checks Paid		$157,575.62

POLL WORKERS 276052 – 276350 $32,310.00

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

AGENDA

MAR 19 2018

3-19-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-9-18

Check Number	To	Check Number
276426		276532
Total Checks Paid		$404,526.76

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

AGENDA

MAR 19 2018

3/19/18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3/16/18

Payroll Check Number	129741	To	Payroll Check Number	129798	$	50,271.23
Direct Deposits					$	876,745.46
Payroll Check Number	129799	To	Payroll Check Number	129819	$	257,617.18
Direct Deposits					$	406,650.34
Federal Deposits					$	304,451.60
Total Payroll Paid					$	1,895,735.81

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

Montgomery County Commission AGENDA

A County Older Than The State

MAR 19 2018

Established 1816
Montgomery, Alabama

Resolution

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, set forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Montgomery County, Alabama continues to affirmatively further fair housing for its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission, does declare April 2018, as

Fair Housing Month

in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of March, 2018.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISAIAH SANKEY

COMMISSIONER DOUG SINGLETON

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY EST. 1816 ALABAMA

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
MAR 19 2018

March 6, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Board Member Appointments to the Industrial Development Board of the City of Montgomery

The Montgomery County Commission, at its meeting on March 5, 2018, agreed to place on the next agenda the reappointment of Jerry Kyser and the appointment of Vladimir Averett, for terms expiring March 19, 2024.

I am requesting approval of these appointments.

DLM/tn

Attachment

Updated 7/2012

The Industrial Development Board
Of the City of Montgomery

Members

Members:	**Term Expires:**
* Jerry Kyser 1537 Jean Street Montgomery, AL 36107 Work: 262-8859	3/19/18
* Greg Jones P.O. Box 5278 Montgomery, AL 36103-5278 334-294-2636	3/19/18

Robert M. Hardwich, Jr.
Chairman

Act Number 2012-243 was passed during the Alabama Regular Legislative Session for the year 2012 to allow the Montgomery County Commission to appoint two members to The Industrial Development Board of the City of Montgomery, serving six (6) year terms as currently provided for other members of the board.

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA
MAR 19 2018

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

March 7, 2017

MEMORANDUM

TO	:	Mr. Elton N. Dean, Sr., Chairman Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham D.C 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.

MTGY CO. COMMISSION
MAR 8 '18 PM12:46

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">1. Sub-Grantee Name & Address:
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT
115 S. PERRY ST
MONTGOMERY, AL 36104-4243</td><td colspan="2">2. Issuing Office & Address:
Alabama Law Enforcement Agency
P.O. Box 304115
Montgomery, AL 36130-4115</td></tr>
<tr><td>3. FY
2017</td><td>4. Amount of:
Federal: $50,000.00
Total: $50,000.00</td><td>5. Effective Dates
Begin: 11/1/2017
End: 8/1/2019</td><td>6. Award Number:
7ATL</td></tr>
</table>

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.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient (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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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

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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CFDA TITLE: Homeland Security Grant Program
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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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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 St. Mtgy 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: DC   Date: 3.7.18

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 St. Mtgy., 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: Hal Taylor   Date: 3/2/18

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with CFR 200.501, 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 ($750,000). 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 CFR 200.501.

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: EHONN. Dean, Sr. Title: Chairman

Signature:

Initial Here DC 3-12

AGENDA

MAR 19 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: February 28, 2018

RE: Contract No. 52200-14B-024
Commissary & Trust Fund Management

I request that the attached Amendment No. 3 to Keefe Commissary Network, LLC be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for ninety (90) days, beginning April 3, 2018 and ending on July 2, 2018.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-14B-024

Amendment No. 3

Contract with Keefe Commissary Network for commissary and trust fund management off-site service to be provided at Montgomery County Detention Facility is hereby extended for ninety (90) days beginning April 3, 2018 and ending July 2, 2018.

All other provisions of the contract will remain the same.

WITNESS: KEEFE COMMISSARY NETWORK, LLC.

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

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MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: February 28, 2018

RE: Contract No. 53100-14B-030
Landscape Industrial Park

I request that the attached Amendment No. 5 to SharpCut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 5 will allow the contract to be extended for one hundred twenty (120) days, beginning March 19, 2018 and ending on July 17, 2018.

All other provisions of the contract shall remain the same.

This contact extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

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

Amendment
To
Contract # 53100-14B-030

Amendment No. 5

Contract with SharpCut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for one hundred twenty (120) days, beginning March 19, 2018 and ending July 17, 2018.

All other provisions of the contract remain the same.

WITNESS: SHARPCUT LAWN SERVICE

______________________ BY: ____________________________

TITLE: ____________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

______________________ BY: ____________________________

TITLE: ____________________________

AGENDA

MAR 19 2018

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Florence Cauthen,

Date: February 28, 2018

Re: Verizon Agreement for In Building Service

The County Commission approved an in-building agreement to improve Verizon coverage on October 22, 2012. Verizon is now offering to upgrade their services for the County.

I have attached a copy of the new paperwork associated with their current Verizon Wireless In-building Agreement (IBA) – three documents (UEA, ROEA, and IBRDA) with diagrams. The services being provided will improve the Verizon cell phone coverage in Annex I and Annex III. There are areas where coverage has diminished due to renovations and changes in technology. The coverage is also hindered by the amount of concrete in the walls in Annex III and the underground construction in Annex I. The County Attorney has reviewed the documents and has a recommendation that can be added.

I am requesting that this Agreement be placed on a future agenda.

Thank you

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MEMORANDUM

TO: Montgomery County Commission

FROM: Marilyn Ratzel, Esq. Troutman Sanders LLP

DATE: February 15, 2018

RE: SYNOPSIS OF THE PROPOSED IN BUILDING RADIO DISTRIBUTION AGREEMENT, RIGHT OF ENTRY AGREEMENT AND FIBER EASEMENT AGREEMENT

Please Note: The Agreements discussed below and attached hereto are for review only and not for execution. An execution package will be provided once the Agreements are reviewed and approved.

- **In Building Radio Distribution Agreement ("IBRD Agreement")**

The IBRD Agreement grants a license to Verizon Wireless over and across the Montgomery County Court Annex for the installation of an in-building distributed antenna system ("IBRD"). The purpose of an IBRD is to provide the occupants and invitees of the building enhanced wireless services and better cell reception. An IBRD system typically consists of a series of small antennas placed at strategic locations throughout the building and connected to a microcell, rerad or a similar device which serves to amplify Verizon's signal throughout the building.

The term of this license agreement is for 5 years, with 4 automatic 5-year extensions. The term commences upon the date that Verizon commences installation of the IBRD. If Verizon commences the construction between the 1st and the 15th of a month, the Commencement Date will fall on the first of that month. If Verizon commences installation between the 16th and the 31st of a month, the Commencement Date will fall on the first day of the following month.

Verizon may terminate the IBRD Agreement by giving written notice at least 60 days prior to the end of any term. It may also terminate at any time with 30 days-notice. If Verizon is in default of the Agreement and fails to commence a cure within 60 days after notice of default, the Montgomery County Commission may terminate the IBRD Agreement. Upon termination or expiration, Verizon will remove the IBRD in its entirety and restore the premises to its original condition, reasonable wear and tear excepted.

The IBRD Agreement contains standard contract provisions addressing insurance, environmental concerns and indemnification, all of which should be reviewed prior to execution.

Exhibit "A" to the Agreement will be a drawing indicating the location of Verizon's equipment, cabling and antennas.

Exhibit "B" to the IBRD Agreement will be the fiber easement route, as determined by Verizon and the property owner.

- **Right of Entry Agreement**

  Prior to installing an IBRD in any particular building, Verizon must conduct minimal non-invasive environmental testing to find out if there is any asbestos or lead paint or any other such environmental concerns on the property. The presence of asbestos or lead paint means that the installation team must take additional protective measures, which can increase the costs of the installation for Verizon. The Right of Entry Agreement is an agreement whereby Verizon is granted a temporary license to enter the property for the limited purpose of conducting such testing. The Right of Entry Agreement expires the earlier of: the date that Verizon enters into the IBRD Agreement; or the date that Verizon determines the property is not suitable for an IBRD installation.

  Exhibit A to the Right of Entry Agreement is a legal description of the Montgomery County Court Annex

- **Fiber Easement**

  In order to power the IBRD, it is necessary for Verizon to run fiber from the nearest public right-of-way to the building, where it connects to Verizon's equipment. The fiber easement establishes an easement in favor of Verizon over the portion of the property from the right-of-way to the building. The fiber easement is a 10' wide easement, and the fiber path is determined with approval of the property owner.

  Exhibit A to the Fiber Easement Agreement is a legal description of the Montgomery County Court Annex

  Exhibit B to the Fiber Easement Agreement is a legal description of the agreed-upon easement area, along with a plat showing the easement path.

IN BUILDING RADIO DISTRIBUTION AGREEMENT

This Agreement ("Agreement") is made as of ___________, 20__ ("Effective Date") between Montgomery County Commission, whose principal place of business is: 100 South Lawrence Street, Montgomery, AL 36104 ("Licensor"), and Verizon Wireless of the East, LP, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

Background

Licensor owns the Premises. Licensor and Licensee desire to enter into this Agreement to allow Licensee to own, design, construct, operate, maintain, repair and upgrade an IBRD System on the Premise.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

Agreement

1. License. Licensor hereby licenses to Licensee certain spaces on and within Licensor's premises at 100 South Lawrence Street, Montgomery, Alabama, 36104 (the "Premises") for the installation of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices ("IBRDs") and the installation of antennas serving such IBRDs ("IBRD Antennas") together with a space for cables, fibers or the equivalent connecting such IBRDs and IBRD Antennas, whether through conduit or otherwise. The IBRDs and IBRD Antennas and the connecting cables fibers or equivalent and any other related equipment installed hereunder are the "IBRD System" or the "System". The IBRD System components and design principles are described on Exhibit A. Any microcells, cable runs or other aspects of the IBRD System installed by Licensee shall be for Licensee's exclusive use only. Licensee may replace and augment the IBRDs, IBRD Antennas and other portions of the IBRD System with similar or comparable equipment and modify any frequencies upon which such equipment operate as needed to provide in-building coverage in keeping with the design principles in Exhibit A.

2. Construction, Installation, & Maintenance. All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. Licensee, with Licensor's cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. Licensor expressly acknowledges and agrees that Licensee shall have the right to install exterior antennas as part of the DAS, as part of the initial installation contemplated under this Agreement, and as part of any future modifications.

Licensor shall maintain, in good operating condition and repair, the structural elements of the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas, as applicable. Licensor shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from Licensee describing such defect, unless the defect constitutes an emergency, in which case Licensor shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If Licensor fails to make such repairs, Licensee may do so, and the cost thereof shall be payable by Licensor to Licensee on demand, together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. In the event of an emergency, Licensee, at its option, may make such repairs at Licensor's expense, before giving any written notice, but Licensee shall notify Licensor in writing within three (3) business days following such emergency.

3. Power and Fiber. Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of the IBRD System, at Licensor's cost. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of the Licensor. Licensor also grants to Licensee an easement ("Easement") for fiber/T-1 running from the nearest public right of way to the Premises to the extent necessary to serve the IBRD System, in Licensee's sole determination. The location of the Easement is described and depicted on Exhibit B attached hereto and made a part hereof. Licensor agrees to execute and allow Licensee to record a separate document evidencing these easement rights.

4. Ownership & Control. The IBRD System is personal property of the Licensee and the Licensee at all times owns and controls the IBRD System. Licensor and Licensee agree, and Licensor shall so inform, any purchaser or mortgagee of the Premises, of this Agreement and that all equipment forming a part of the IBRD System shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason and Licensee shall have 90 days after such expiration or termination to accomplish such removal. Licensee shall restore any areas of Licensor's premises damaged by such removal, except normal wear and tear.

5. Term; Consideration. This Agreement shall be effective as of the Effective Date, provided however, the initial term of this Agreement shall be five (5) years beginning on the Commencement Date (as hereinafter defined), with four (4) automatic 5-year renewal terms, unless the Licensee terminates it at the end of the then current term by giving the Licensor written notice of intent to terminate at least six (6) months prior to the end of the then current term. The initial term and any renewal terms, if any, shall collectively be referred to herein as the

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"Term". The Agreement shall commence based upon the date Licensee commences the installation of the IBRD System at the Premises. In the event the date Licensee commences installation of the IBRD System at the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Licensor and Licensee agree that they shall acknowledge in writing the Commencement Date.

In consideration for the rights granted herein, Licensor's premises will receive the benefits of enhanced wireless communications arising from operation of the IBRD System. The design, construction, equipment, installation and maintenance of the IBRD System shall be at Licensee's sole cost.

6. Access. Licensor agrees to provide Licensee, its employees and/or agents access to the Premises twenty-four (24) hours a day, seven (7) days a week for the purpose of designing, constructing, installing, upgrading, maintaining and repairing the IBRD System and testing of the radio frequency coverage of the area.

7. Interference. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Premises existing as of the date of this Agreement. Should the IBRD System cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it and/or any other tenant of the Premises (current or future) will install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Licensee. Should Licensor's or another tenants' equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all steps necessary to correct and eliminate the interference, including causing other tenants of the Premises causing such interference to correct and eliminate the interference. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

8. Default; Termination. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Licensor. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Licensor (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursues it thereafter), Licensor may thereafter terminate this Agreement by written notice to Licensee. Upon any termination or expiration, Licensee may remove the entire IBRD System, at the option of Licensee. Licensee shall repair or restore any damage to Licensor's premises resulting from the removal of the IBRD System, normal wear and tear excepted. This Agreement may only be terminated in accordance with its terms.

9. Taxes. Licensee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises which Licensor demonstrates is the

result of Licensee's use of the Premises and/or the installation, maintenance, and operation of the IBRD System, including any increase in real estate taxes at the Premises which Licensor demonstrates arises from the IBRD System and/or Licensee's use of the Premises. Licensor and Licensee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Licensor or Licensee at the Premises. Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Premises. Nothing in this paragraph shall be construed as making Licensee liable for any portion of Licensor's income taxes in connection with any Premises or otherwise. Except as set forth in this paragraph, Licensor shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises and shall do so prior to the imposition of any lien on the Premises.

Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. Licensor shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Licensor will pursue such dispute at Licensee's sole cost and expense upon written request of Licensee.

10. <u>Indemnification, Insurance, Waiver of Consequential Damages</u>. Each Party shall indemnify and hold the other harmless against any claim of liability or loss or bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Licensor and Licensee shall procure and maintain throughout the term of this Agreement commercial general liability insurance with limits of two million dollars ($2,000,000.00) for bodily injury (including death), and for property damage each occurrence. Licensor and Licensee each agree that it will include the other Party as an additional insured as their interest may appear under this Agreement. Licensor agrees that Licensee may self-insure. The Parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance covering property damage obtained by either Party concerning or including the Premises or property shall waive the insurer's right of subrogation against the other Party. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special,

incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

11. Quiet Enjoyment. Licensor covenants that Licensee, upon performing all the covenants shall peaceably and quietly have, hold and enjoy the Premises.

12. Title; Condition. Licensor represents and warrants to Licensee as of the execution date of this Agreement, and covenants during the term of this Agreement that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. Licensor further represents, warrants and covenants during the Term (i) that there are no liens, judgments or impediments of title on the Premises, or affecting Licensor's title to the same, (ii) that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Licensee as set forth above, and (iii) that no lead paint, asbestos or other hazardous substance, as defined by any applicable state, federal or local law or regulation, is present at the Premises. Licensor further represents, warrants and covenants for the term of this Agreement that Licensor is not in default under its agreement with the owner of the Premises, the term of such agreement extends to the term of this Agreement with any and all renewal terms, and no approvals from the owner of the Premises is required for this Agreement to be implemented in its entirety.

13. Assignment. This Agreement may be sold, assigned or transferred by either Party to its principal, affiliates, subsidiaries or any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of the other Party. As to other parties, any sale, assignment or transfer by either Party must be with the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

14. Notices & Contacts. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensor:	Montgomery County Commission 100 South Lawrence Street Montgomery, Alabama 36104
Licensee:	Verizon Wireless of the East, LP d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Network Real Estate

15. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Licensor and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

16. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Premises is located.

17. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

18. Subordination and Non-Disturbance. At Licensor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by Licensor which from time to time may encumber all or part of the Premises; provided, however, as a condition precedent to Licensee being required to subordinate its interest in this Agreement to any future Mortgage encumbering all or any part of the Premises, Licensor shall obtain for Licensee's benefit a non-disturbance and attornment agreement in favor of Licensee in a form reasonably satisfactory to Licensee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Licensee's right to remain in occupancy of and to have access to the Premises as long as Licensee is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Premises, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill Licensor's obligations under this Agreement, and (3) promptly cure all of the then-existing Licensor defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Licensee will execute an agreement for Lender's benefit in which Licensee (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Premises, and (3) agrees to accept a cure by Lender of any of Licensor's defaults, provided such cure is completed within the deadline applicable to Licensor. In the event Licensor defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Premises, Licensee, may, at its sole option and without obligation, cure or correct Licensor's default and upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and Licensee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Licensee to cure or correct such defaults.

19. Environmental.

a. Licensor will be responsible for all obligations of compliance with applicable Federal, State and Local legal requirements governing environmental and industrial hygiene matters, including those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a legal requirement is caused by the specific activities of Licensee in the Premises.

b. Licensor shall hold Licensee harmless and indemnify Licensee from and assume all duties, responsibility and liability, at Licensor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters, except to the extent that any such non-compliance is caused by Licensee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by Licensee. In the event that Licensee encounters any hazardous substances that do not result from its activities, Licensee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Licensee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Licensor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

20. Casualty. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

21. Condemnation. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, Licensee, in Licensee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, Licensee may, at Licensee's option, to be exercised in writing within fifteen (15) days after Licensor shall have given Licensee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the

equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its license interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Licensee does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Agreement is not terminated by reason of such condemnation, Licensor shall promptly repair any damage to the Premises caused by such condemning authority.

22. Confidentiality. During the term of this Agreement, Licensor and Licensee may have access to information that is considered confidential and proprietary by the other Party. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature, to the extent marked with a "confidential", "proprietary" or similar legend; or if originally disclosed orally or by way of observation, to the extent identified as confidential information at the time of such original disclosure and to the extent summarized in reasonable detail and confirmed as being confidential information in written notice delivered to the receiving party within ten (10 days) after original disclosure or reasonably understood to be confidential based on the nature of the information disclosed ("Confidential Information"). The receiving Party may use Confidential Information only for the purposes of this Agreement. The receiving Party shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall the receiving Party take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, the receiving Party shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. Information that (a) is or falls into the public domain, (b) is disclosed to the receiving Party by a third party which is not under an obligation of confidentiality to the disclosing party, (c) was already known to the receiving Party and/or (d) is independently developed by the receiving Party without reference to the Confidential Information shall not be deemed Confidential Information. This provision shall survive the termination of this Agreement and shall remain in full force and effect for so long as the Confidential Information remains confidential.

23. Trademarks and Publicity. Each Party shall not use the name, tradename, servicemark or trademark or the other Party or use such Party's name directly or indirectly in any promotional or advertising material, marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement without prior written consent of such Party.

24. Submission of Agreement; Partial Invalidity; Authority. The submission of this Agreement for examination does not constitute an offer to license the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not

invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

25. Applicable Laws. During the Term, Licensor shall maintain the Premises, any buildings, building systems, common areas of any buildings, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). Licensee shall, in respect to the condition of the Premises and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee to the Premises. It shall be Licensor's obligation to comply with all Laws relating to the Premises in general, without regard to specific use (including, without limitation, modifications required to enable Licensee to obtain all necessary building permits).

26. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

27. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

28. Independent Contractors. Licensor and Licensee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing shall be construed to constitute the Parties as employer and employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

29. Force Majeure. No Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control, any date or times by which the Parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party.

30. Most Favored Licensee. Licensor represents and warrants that the benefits and terms and conditions granted to Licensee by Licensor hereunder are now and shall be, during the Term, no less favorable than the benefits and terms and conditions for substantially the same or

similar tenancies or licenses granted by Licensor to other parties. If at any time during the Term Licensor shall offer more favorable benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then Licensor shall, within 30 days after the effective date of such offering, notify Licensee of such fact and offer Licensee the more favorable offering. If Licensee chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same benefits or terms and conditions to Licensee. Licensee shall have the right to decline to accept the offering. Licensor's compliance with this requirement shall be subject, at Licensee's option, to independent verification.

31. Prime Lease. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Lease Agreement dated January 29, 2015 between the Licensor herein and Montgomery County Building Authority hereinafter referred to as the "Prime Lease." The Licensor shall not terminate the Prime Lease prior to the expiration of its term without the express written consent of the Licensee. In the event the Licensor receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Prime Lease, the Licensor shall notify the Licensee of such notice as soon as the notice is received by the Licensor pursuant to the terms of the Prime Lease and the Licensee may take any such actions to cure any such failure under the Prime Lease. The Licensee shall be under no obligation to take such action but may do so solely at its own discretion. In the event the Licensee pays any amount or performs any obligations on behalf of the Licensor pursuant to the terms of the Prime Lease, the Licensee may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from the Licensee to the Licensor pursuant to this Agreement.

Verizon represents that this Agreement will not cost Montgomery County Commission any monies for the upgrading of the IBRD as described herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands, intending to be bound, as of the Effective Date.

LICENSOR:

Montgomery County Commission

By:________________________
Name:______________________
Title:_______________________

LICENSEE:

Verizon Wireless of the East, LP
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

By:________________________
Name:______________________
Title:_______________________

EXHIBIT A
IBRD SYSTEM DESIGN PRINCIPLES

(see attached)

NEO GENERATION
WIRELESS SERVICES

Montgomery County Courthouse Design Report

AERIAL VIEW

VICINITY MAP

DRIVING DIRECTIONS FROM 400 S

Continue on GA-400 S. Follow I-85 S to S Union St in Montgomery. Take exit 1 from I-85 S. Follow S Union St and Washington Ave to S Lawrence St

PROJECT SCOPE

Install mRBS 6501 to enhance the 2100MHz LTE coverage.

PROPERTY SUMMARY

County:	
Latitude:	32.375913
Longitude:	-86.306815
Structure Height:	55' AGL

INSTALLATION NOTES

All of the in building coverage antenna will be replaced with Galtronics. A GPS antenna will also have to be installed on site

ON SITE CONTACT

Alfred Jones
100 South Lawrence Street
Montgomery, AL 36104
(334) 683-8370

STORE SITE PLAN

6-16

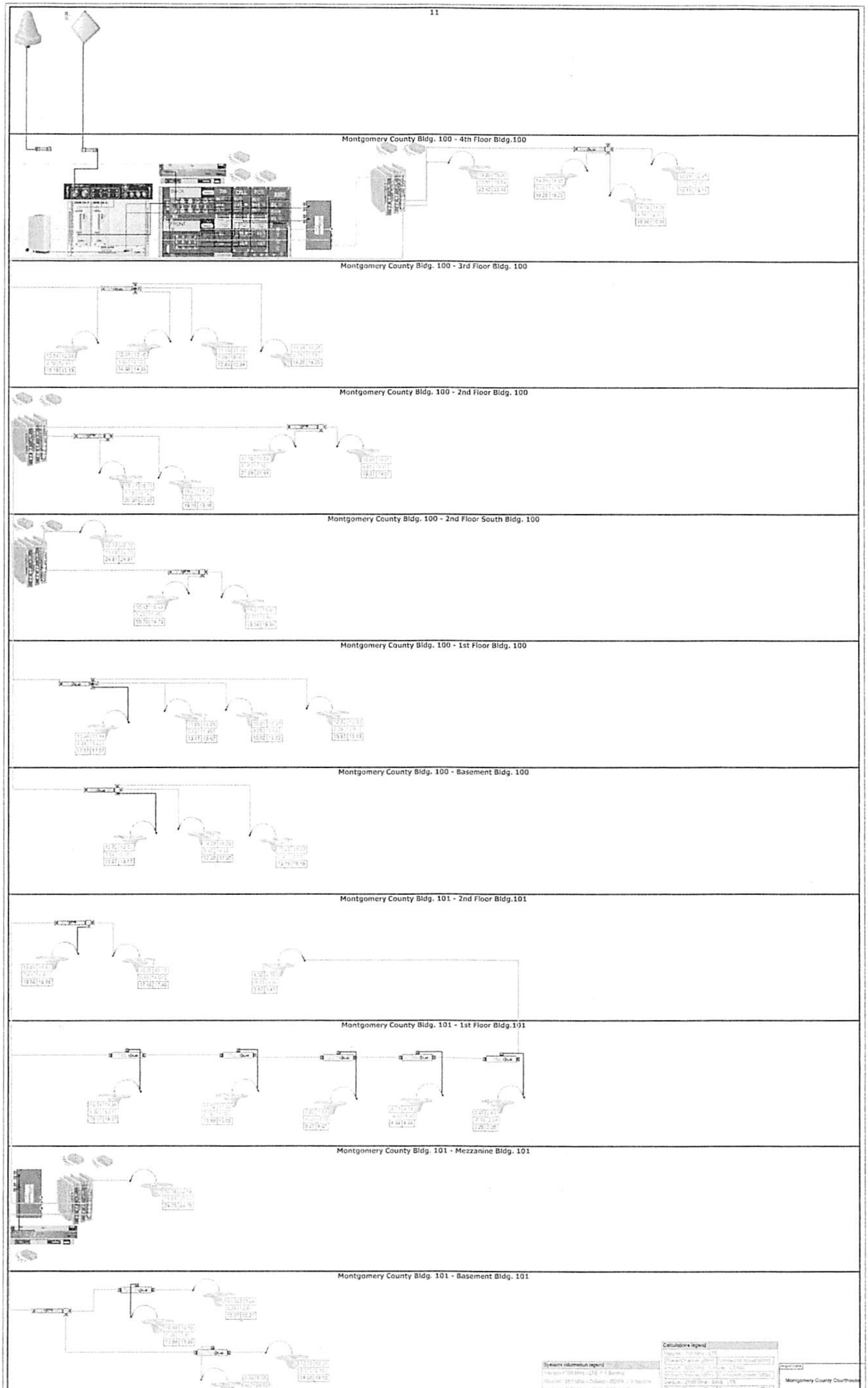
Project Summary:

The purpose of this install is to enhance the coverage for 2100 MHz LTE.

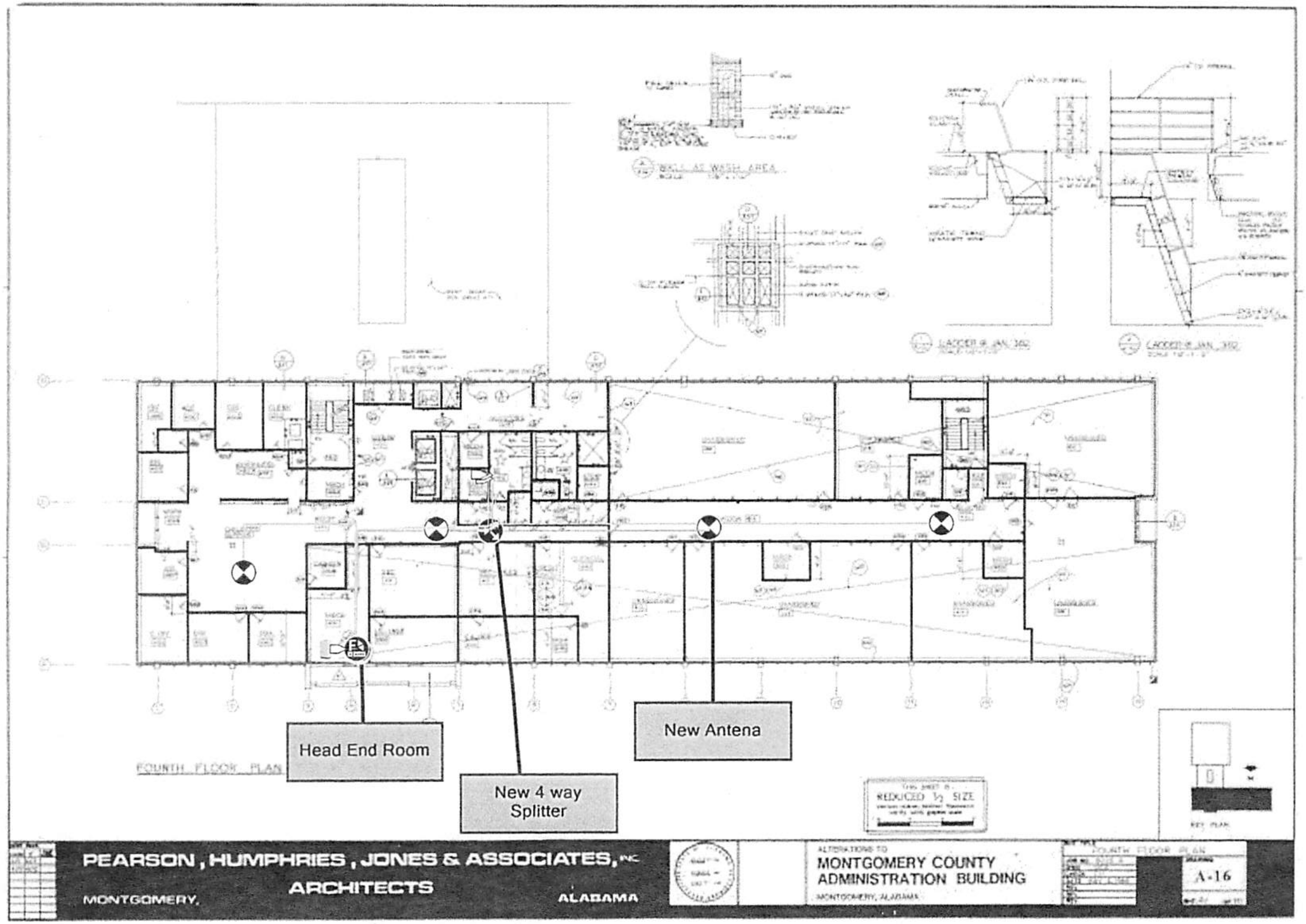
6-17

Installation Notes:

- Label all equipment
- All the equipment and donor antenna grounded
- Install GPS antenna for mRBS 6501
- Replace all of the in building server antenna with Galtronics
- Secure cable to roof an side of building.
- Scope & Test all the existing fiber that is in place
- Install a MobileAccess SC 430 in Bldg 101


11
Montgomery County Bldg. 100 - 4th Floor Bldg.100
Montgomery County Bldg. 100 - 3rd Floor Bldg. 100
Montgomery County Bldg. 100 - 2nd Floor Bldg. 100
Montgomery County Bldg. 100 - 2nd Floor South Bldg. 100
Montgomery County Bldg. 100 - 1st Floor Bldg. 100
Montgomery County Bldg. 100 - Basement Bldg. 100
Montgomery County Bldg. 101 - 2nd Floor Bldg.101
Montgomery County Bldg. 101 - 1st Floor Bldg.101
Montgomery County Bldg. 101 - Mezzanine Bldg. 101
Montgomery County Bldg. 101 - Basement Bldg. 101
Calculations legend
System information legend
Montgomery County Courthouse

6-19

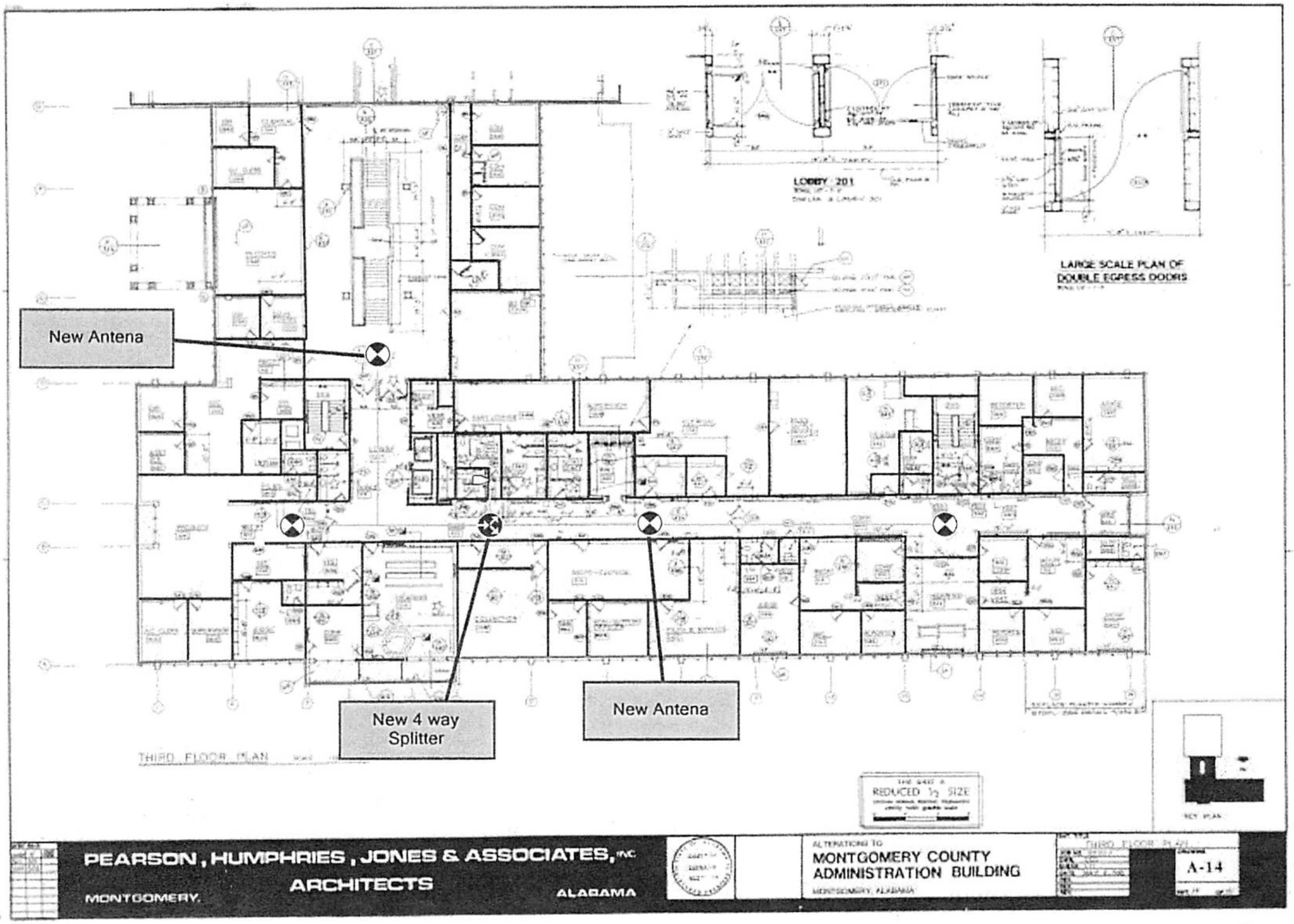


Indoor prediction legend

Project name	Montgomery County Courthouse
Plan name	4th Floor Bldg.100
	Page 2 of 12

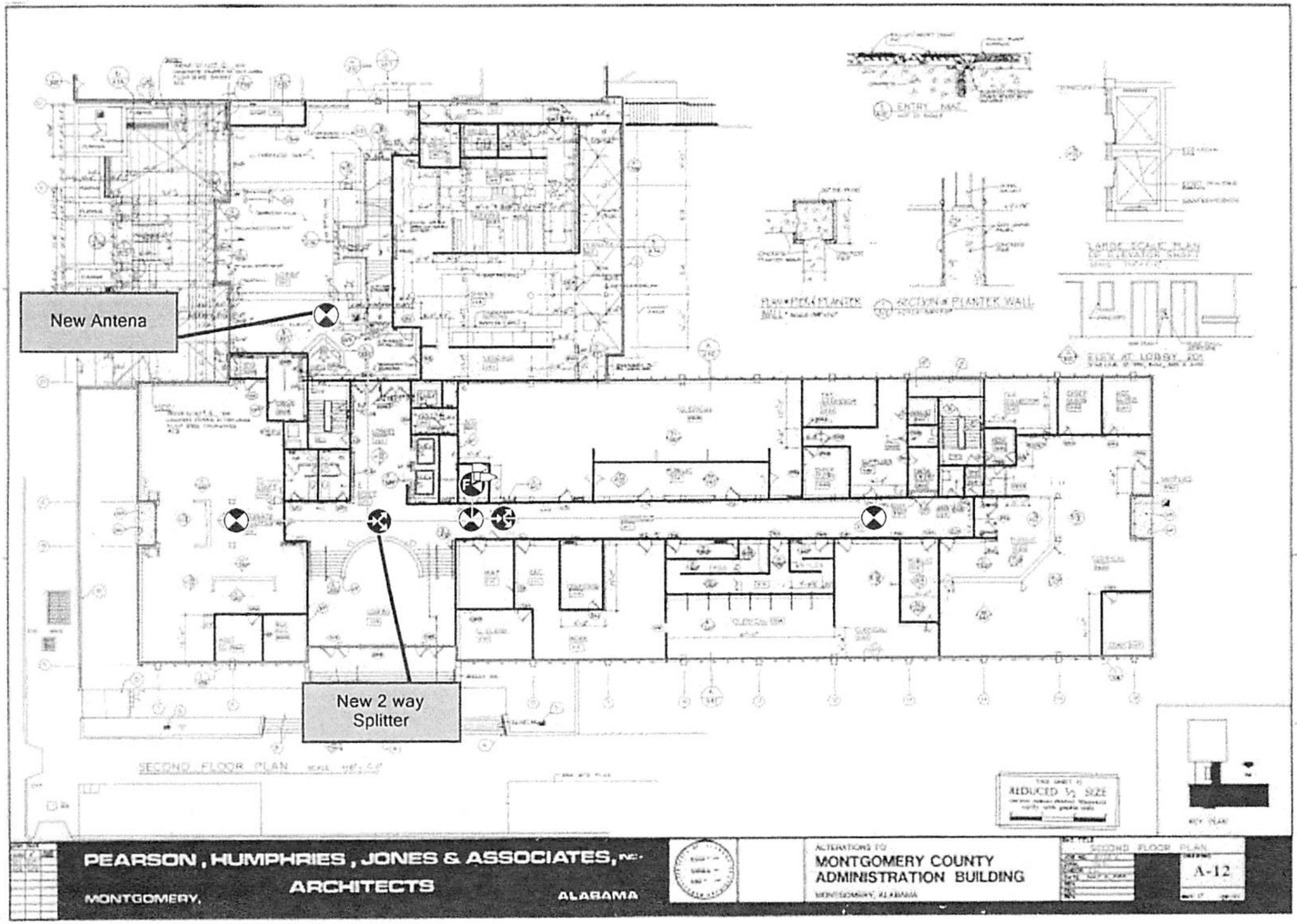
6-20

Indoor prediction legend



Project name	Montgomery County Courthouse
Plan name	3rd Floor Bldg. 100
	Page 3 of 12

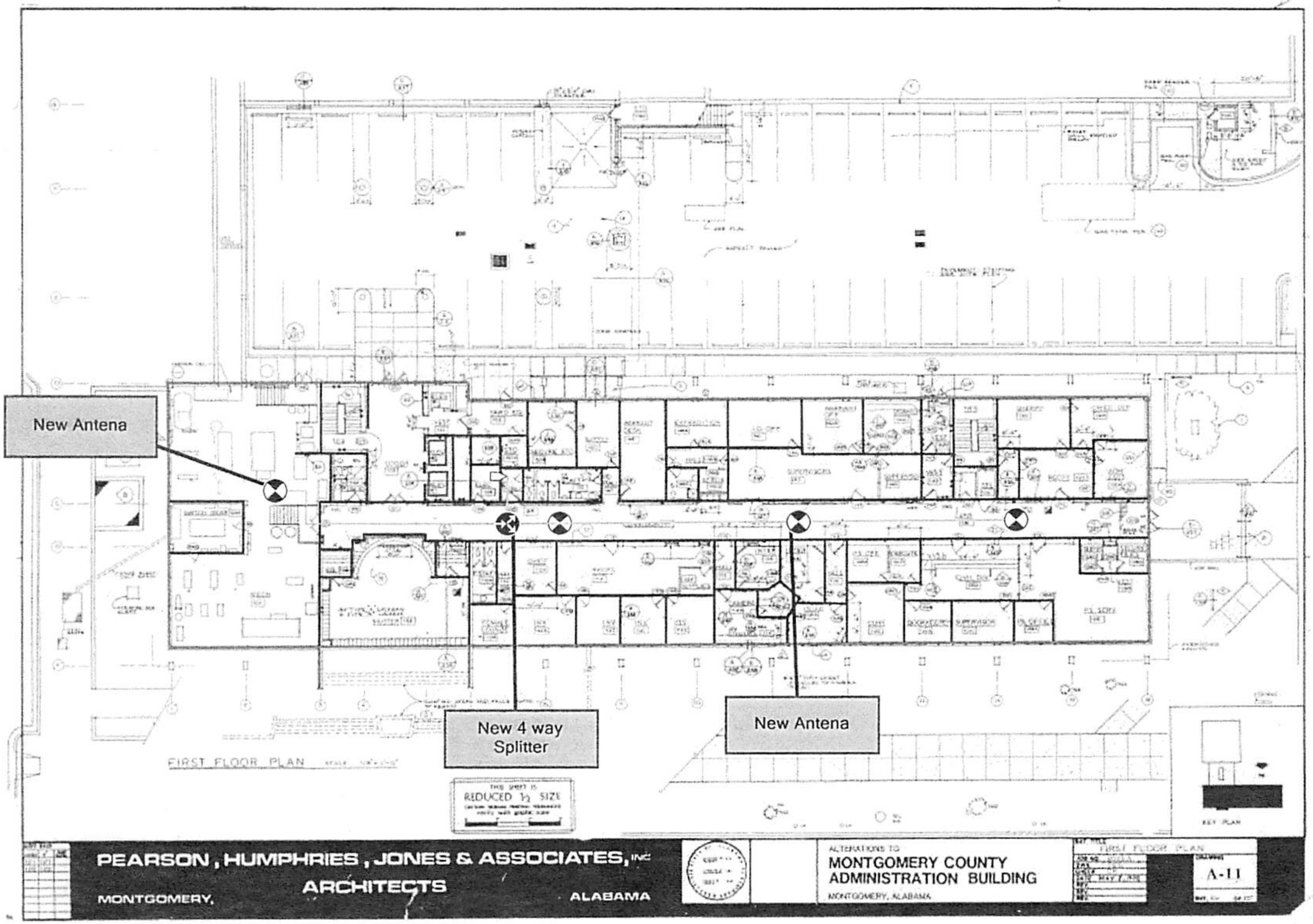
6-21



Indoor prediction legend

Project name	Montgomery County Courthouse
Plan name	2nd Floor Bldg. 100

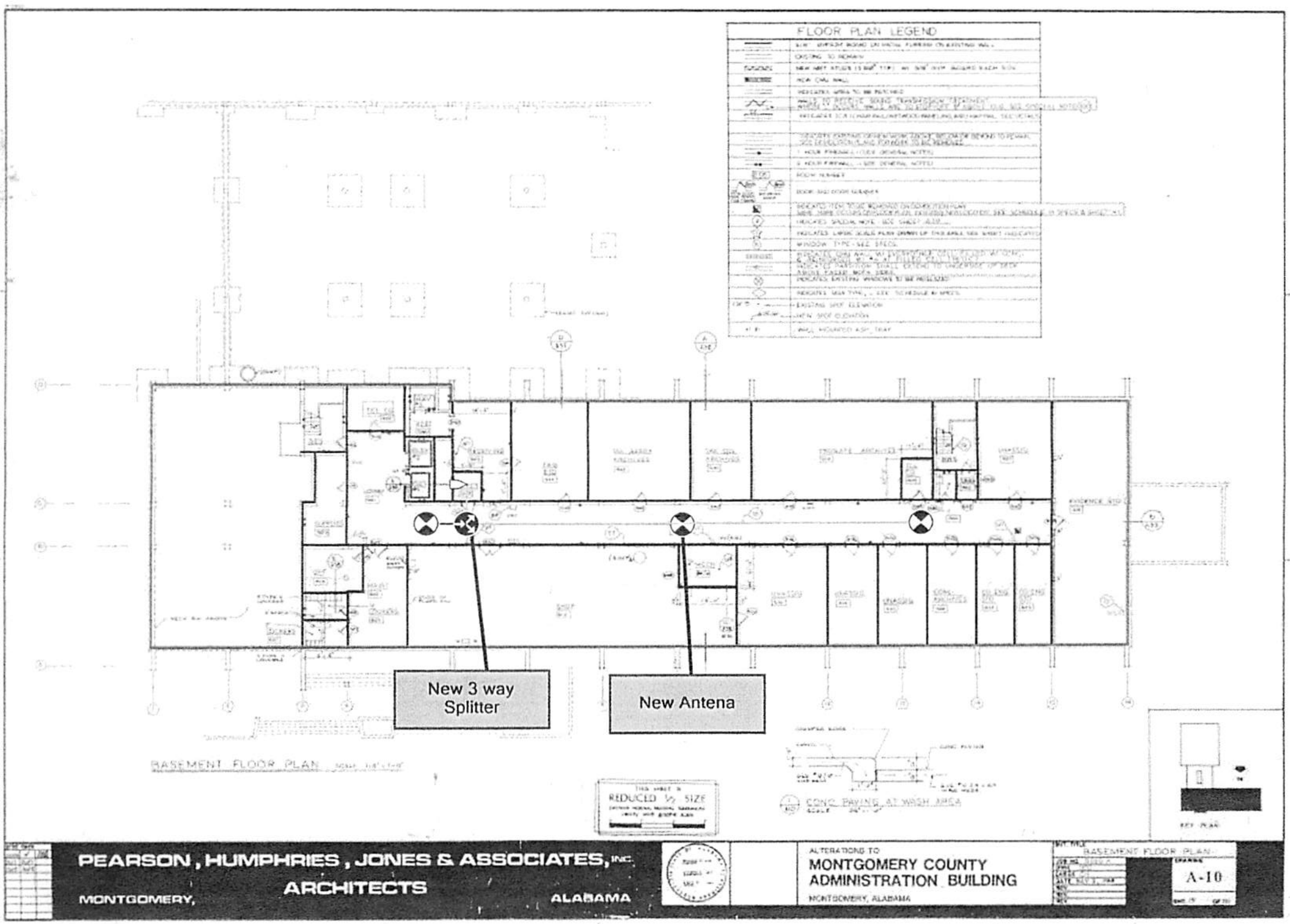
6-22



Indoor prediction legend

Project name
Montgomery County Courthouse
Plan name
1st Floor Bldg. 100
Page 5 of 12

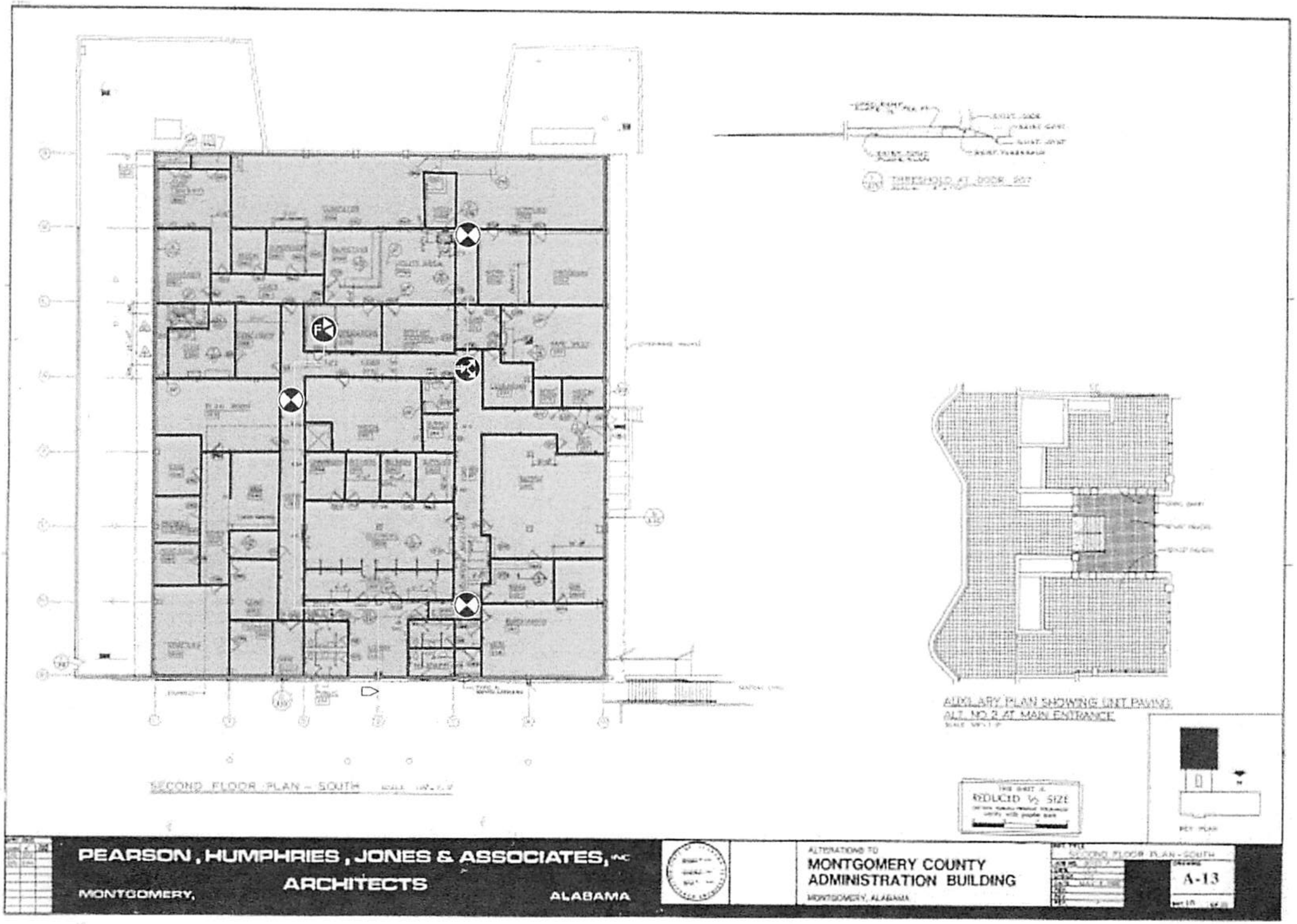
6-23



Indoor prediction legend

Project name	Montgomery County Courthouse
Plan name	Basement Bldg. 100
	Page 12 of 12

6-24



Indoor prediction legend

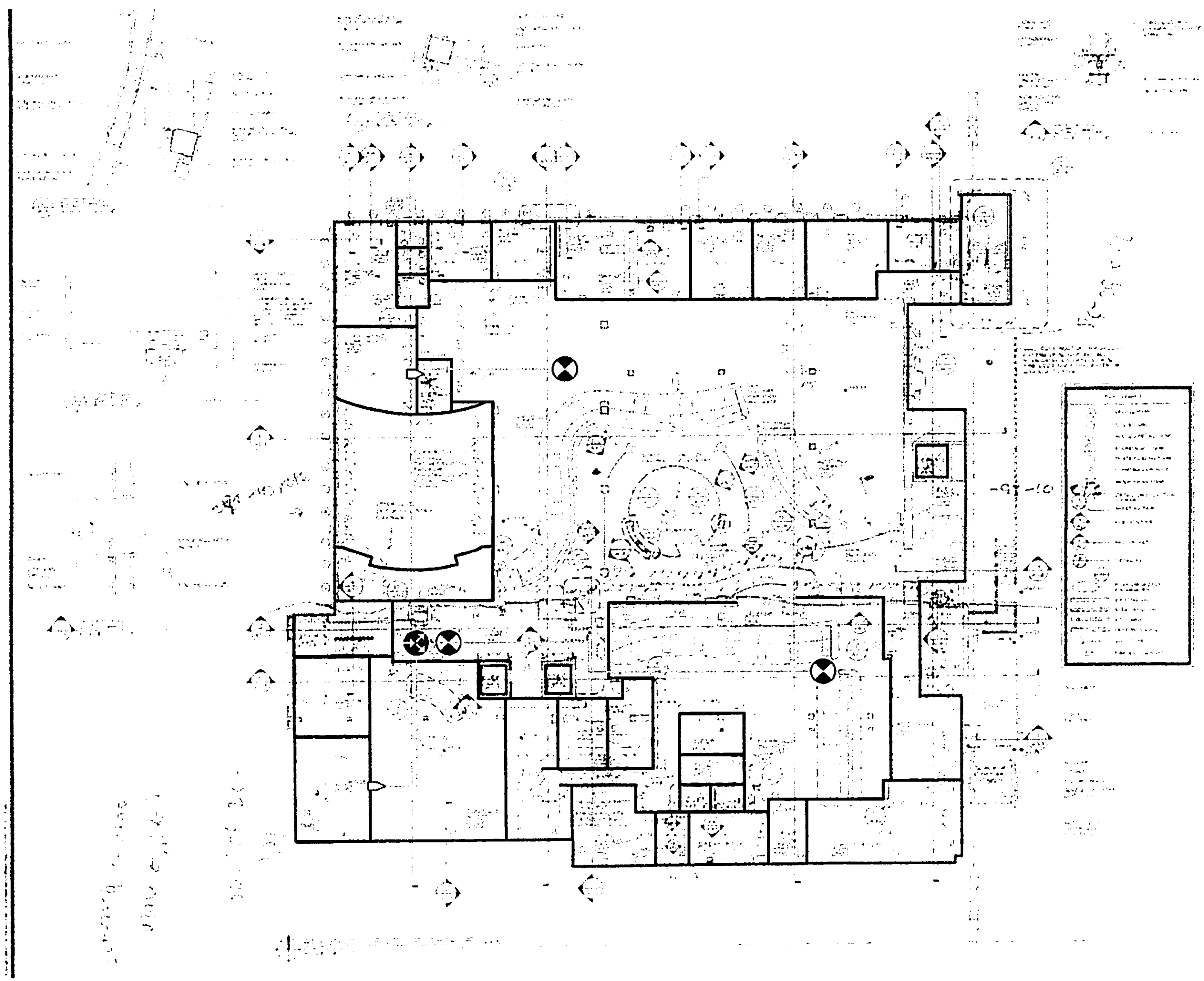
Project name

Montgomery County Courthouse

Plan name

2nd Floor South Bldg. 100

6-25



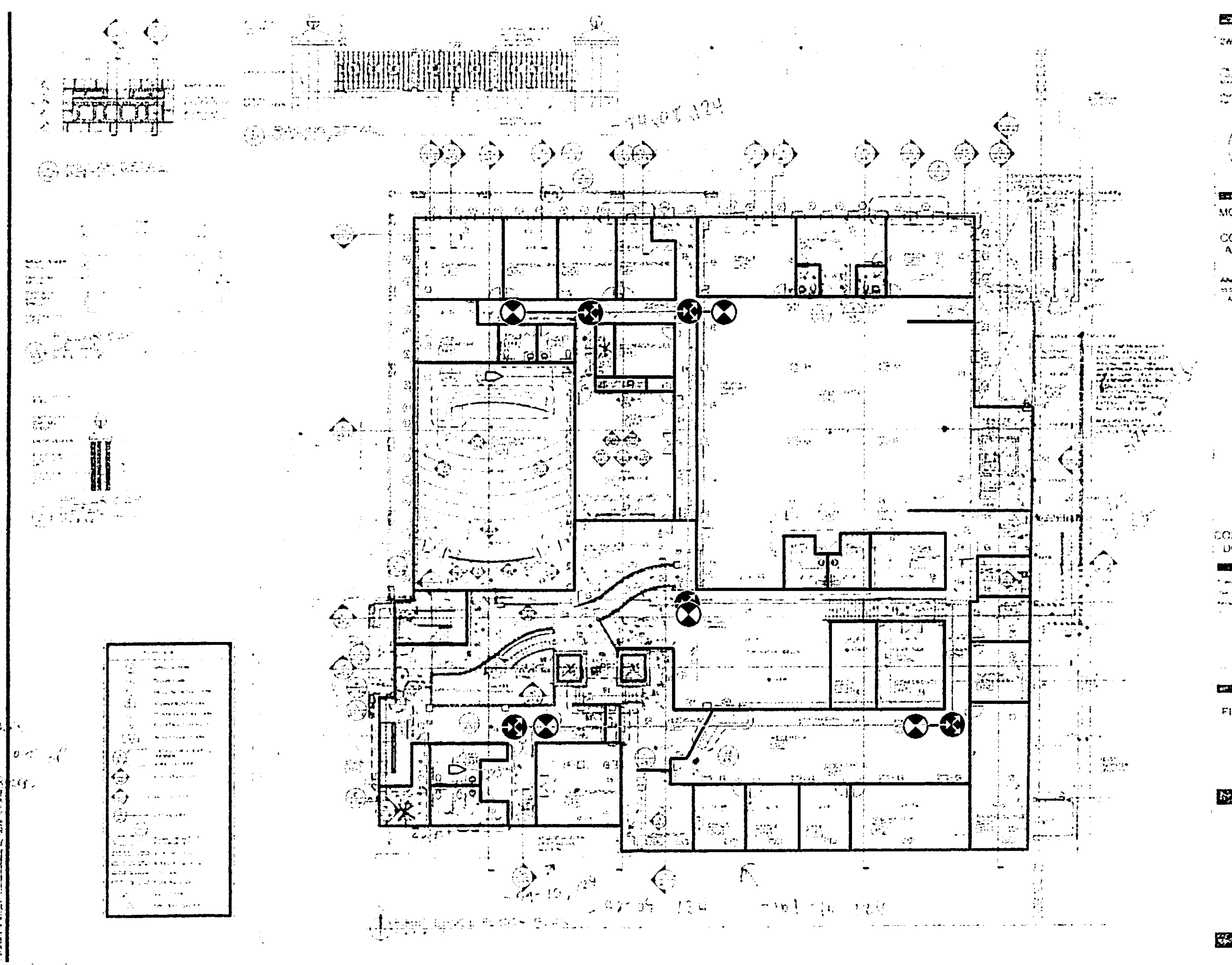
Indoor prediction legend

Project name

Montgomery County Courthouse

Plan name

2nd Floor Bldg.101



Project name

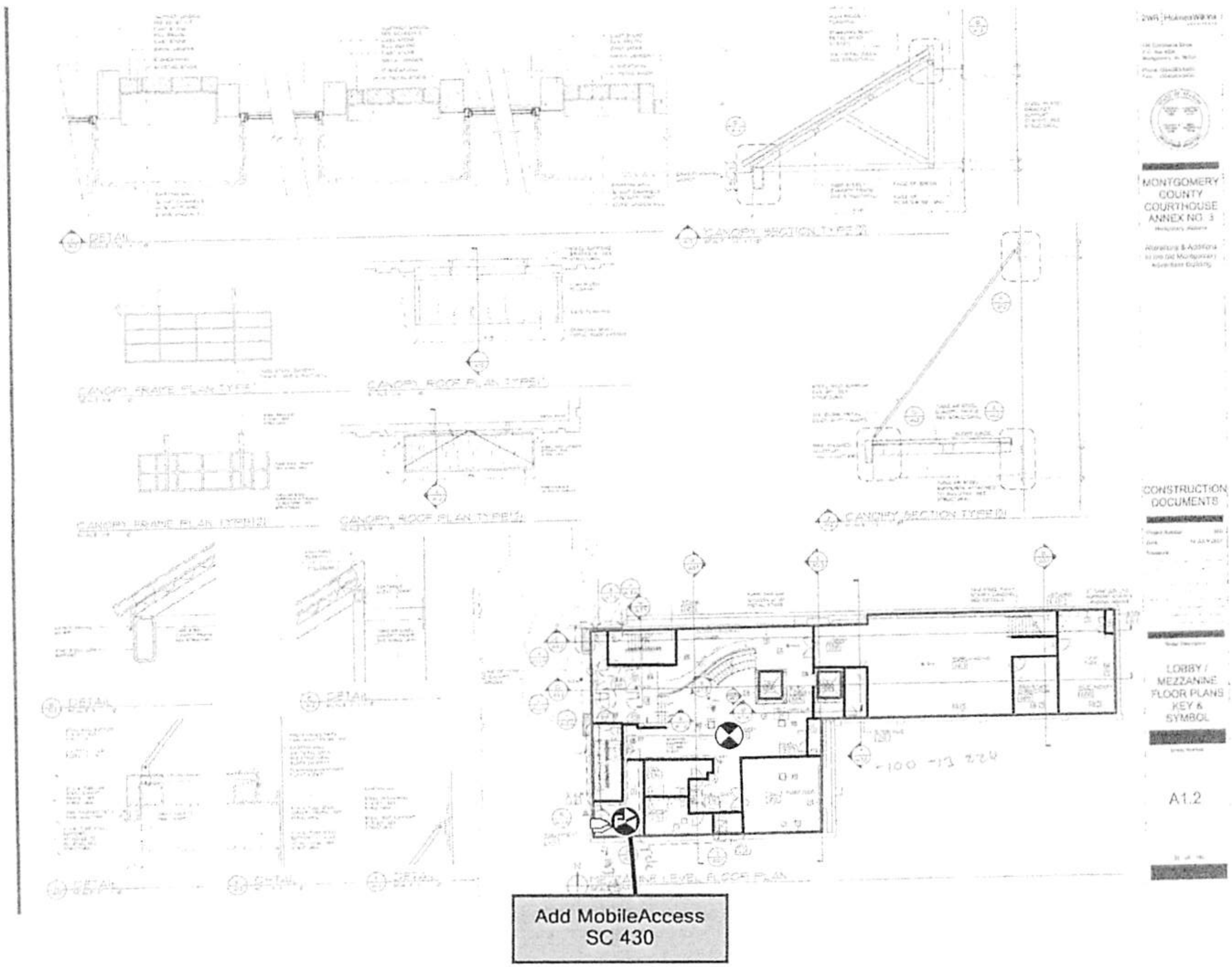
Montgomery County Courthouse

Plan name

1st Floor Bldg.101

Page 8 of 12

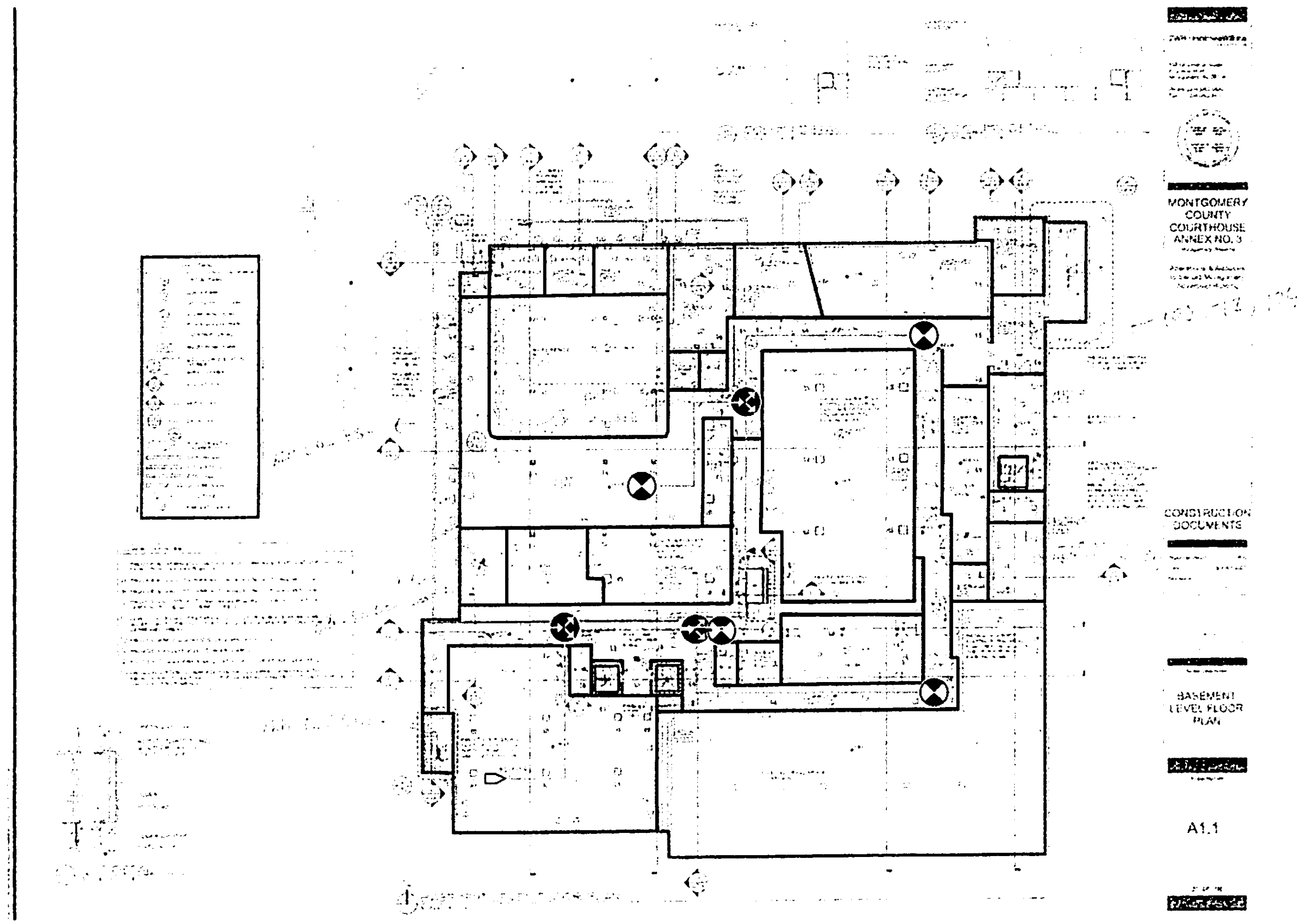
6-27



Indoor prediction legend

Project name	Montgomery County Courthouse
Plan name	Mezzanine Bldg. 101
	Page 11 of 12

6-28



Indoor prediction legend

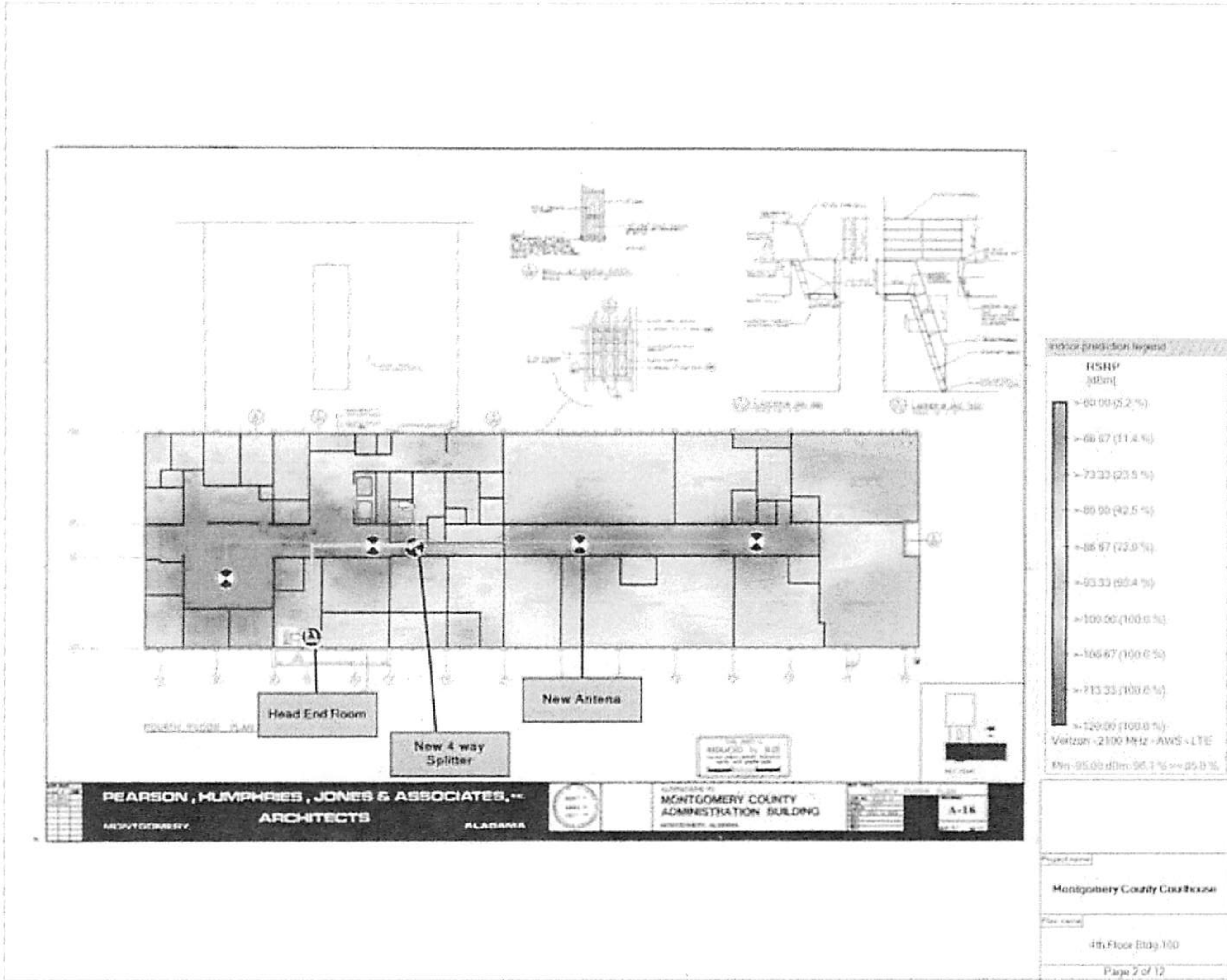
Project name

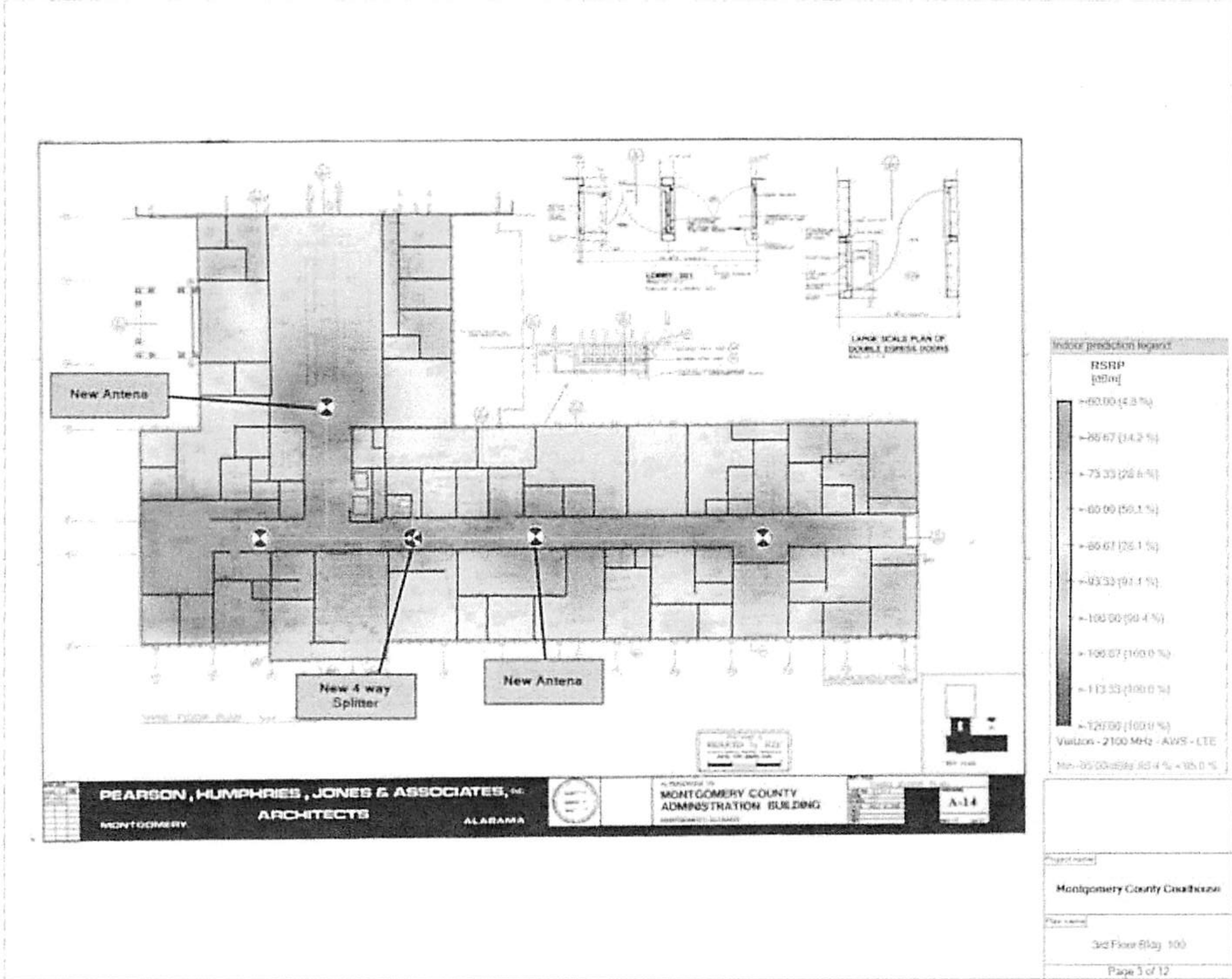
Montgomery County Courthouse

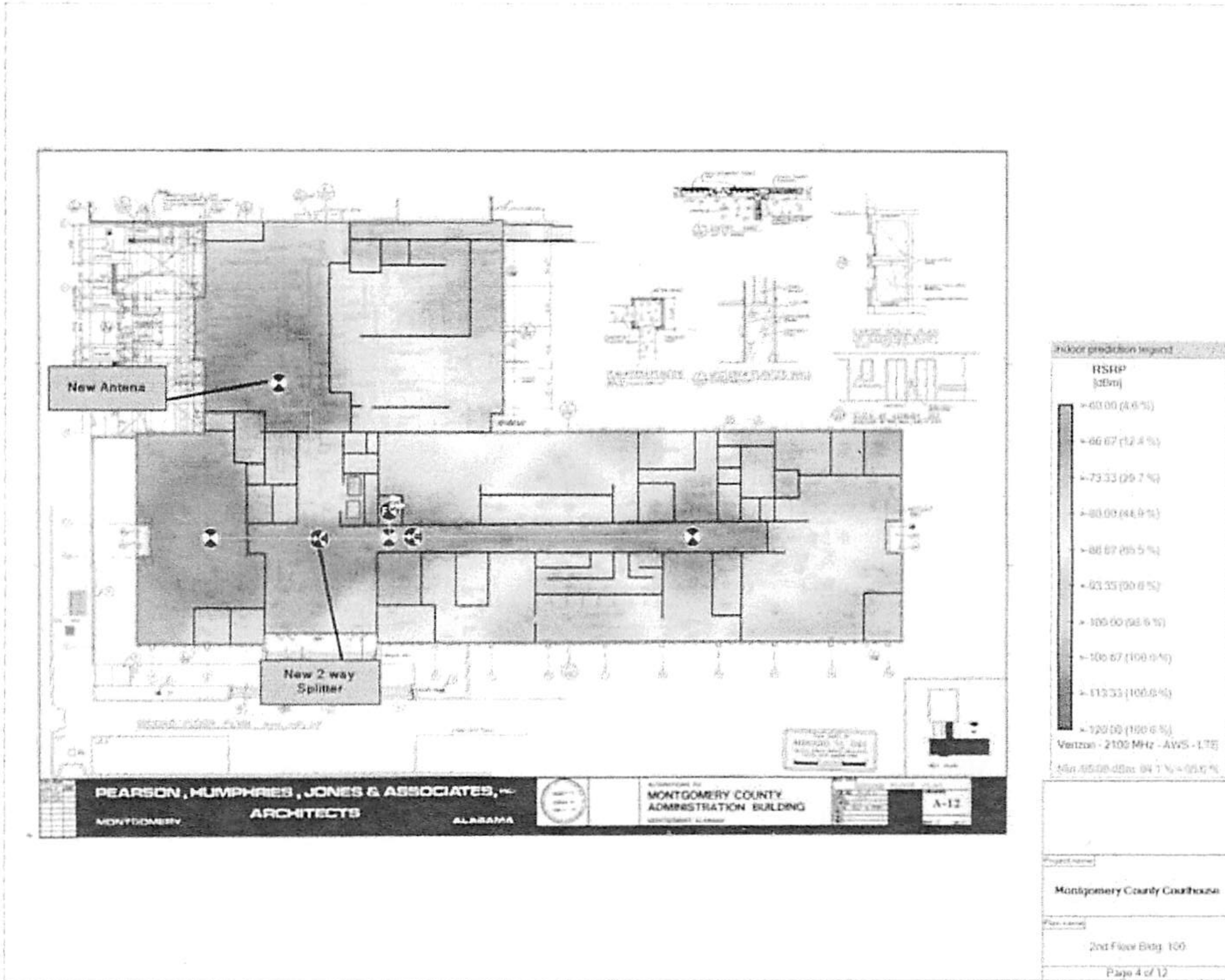
Plan name

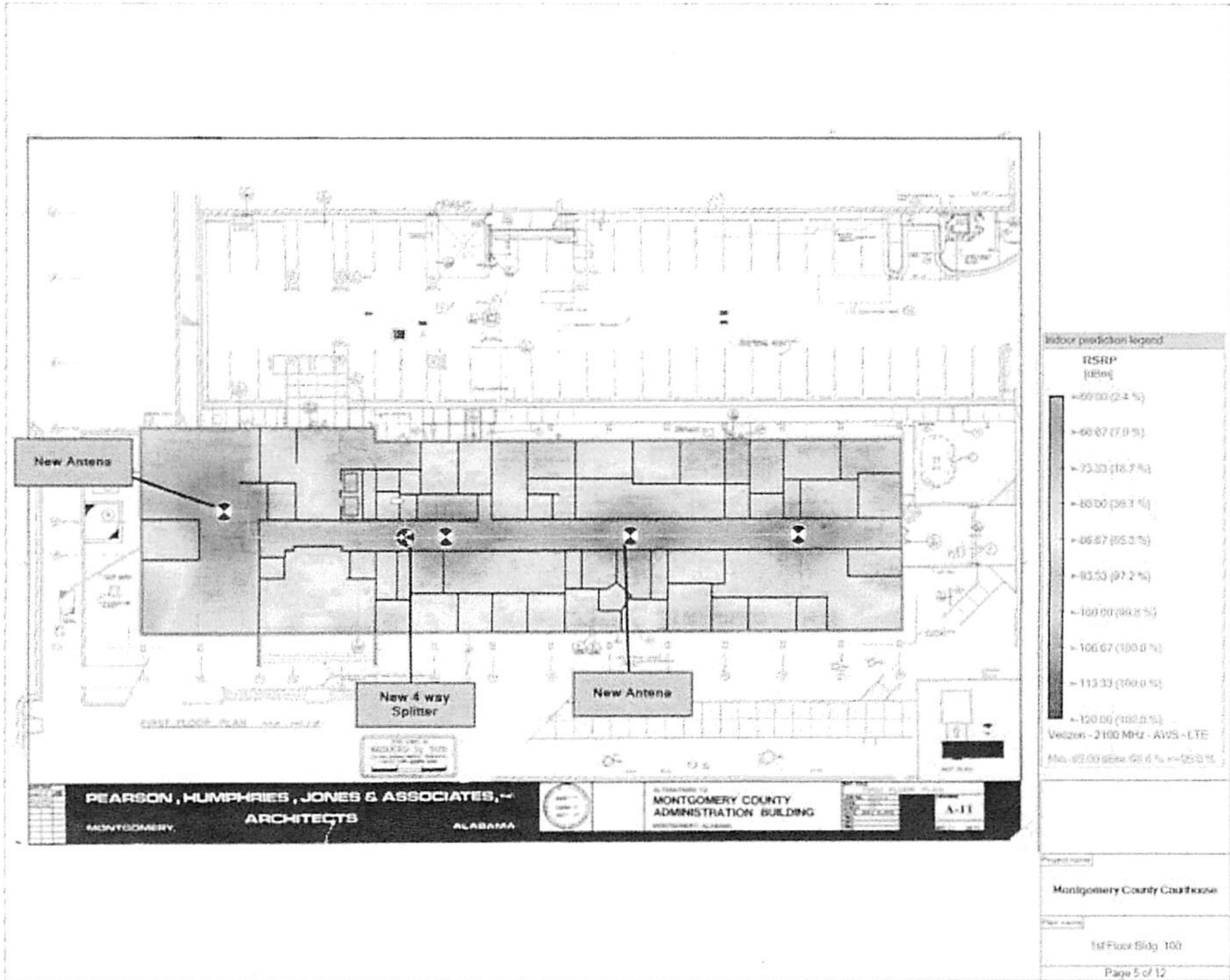
Basement Bldg. 101

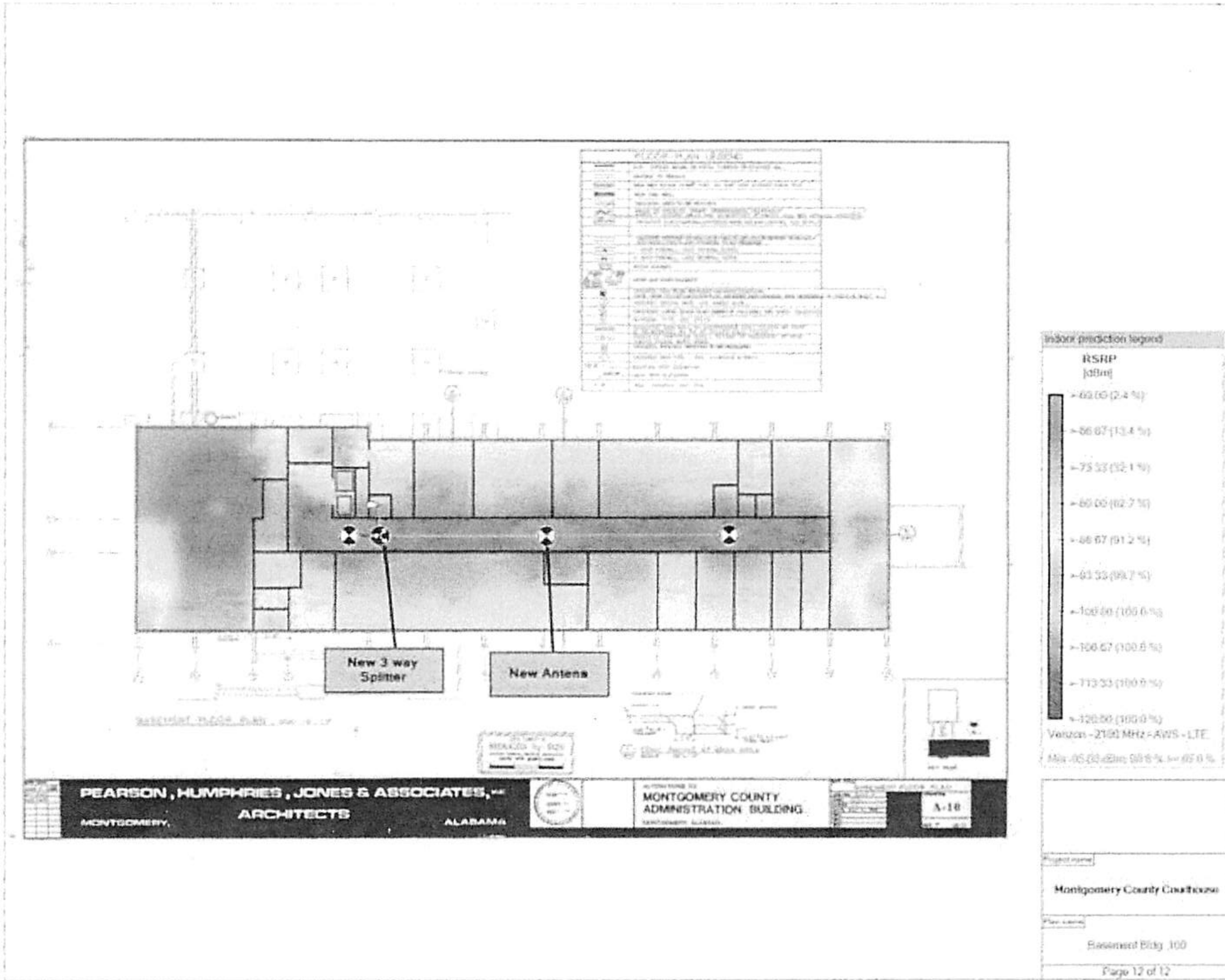
629


Head End Room
New 4 way Splitter
New Antena
PEARSON , HUMPHRIES , JONES & ASSOCIATES,
ARCHITECTS
MONTGOMERY
ALABAMA
MONTGOMERY COUNTY
ADMINISTRATION BUILDING
A-16
indoor prediction legend
RSRP
[dBm]
>-60.00 (5.2 %)
>-66.67 (11.4 %)
>-73.33 (23.5 %)
>-80.00 (42.5 %)
>-86.67 (73.9 %)
>-93.33 (93.4 %)
>-100.00 (100.0 %)
>-106.67 (100.0 %)
>-113.33 (100.0 %)
>-120.00 (100.0 %)
Verizon - 2100 MHz - AWS - LTE
Min -95.00 dBm: 96.1 % >= 95.0 %
Project name
Montgomery County Courthouse
Plan name
4th Floor Bldg.100
Page 2 of 12


New Antena
New 4 way Splitter
New Antena
PEARSON, HUMPHRIES, JONES & ASSOCIATES,
ARCHITECTS
MONTGOMERY
ALABAMA
MONTGOMERY COUNTY ADMINISTRATION BUILDING
A-14
Indoor prediction legend
RSRP
Verizon - 2100 MHz - AWS - LTE
Montgomery County Courthouse
3rd Floor Bldg. 100
Page 3 of 12


New Antena
New 2 way Splitter
PEARSON, HUMPHRIES, JONES & ASSOCIATES, INC.
ARCHITECTS
MONTGOMERY
ALABAMA
MONTGOMERY COUNTY ADMINISTRATION BUILDING
A-12
Indoor prediction legend
RSRP
[dBm]
>-60.00
>-66.67
>-73.33
>-80.00
>-86.67
>-93.33
>-100.00
>-106.67
>-113.33
>-120.00
Verizon - 2100 MHz - AWS - LTE
Project name
Montgomery County Courthouse
Plan name
2nd Floor Bldg. 100
Page 4 of 12


New Antena
New 4 way Splitter
New Antena
PEARSON, HUMPHRIES, JONES & ASSOCIATES,
ARCHITECTS
MONTGOMERY, ALABAMA
MONTGOMERY COUNTY
ADMINISTRATION BUILDING
A-11
Indoor prediction legend
RSRP
[dBm]
Verizon - 2100 MHz - AWS - LTE
Montgomery County Courthouse
1st Floor Bldg. 100
Page 5 of 12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New Antena
PEARSON, HUMPHRIES, JONES & ASSOCIATES,
ARCHITECTS
MONTGOMERY, ALABAMA
MONTGOMERY COUNTY
ADMINISTRATION BUILDING
A-10
Indoor prediction legend
RSRP
[dBm]
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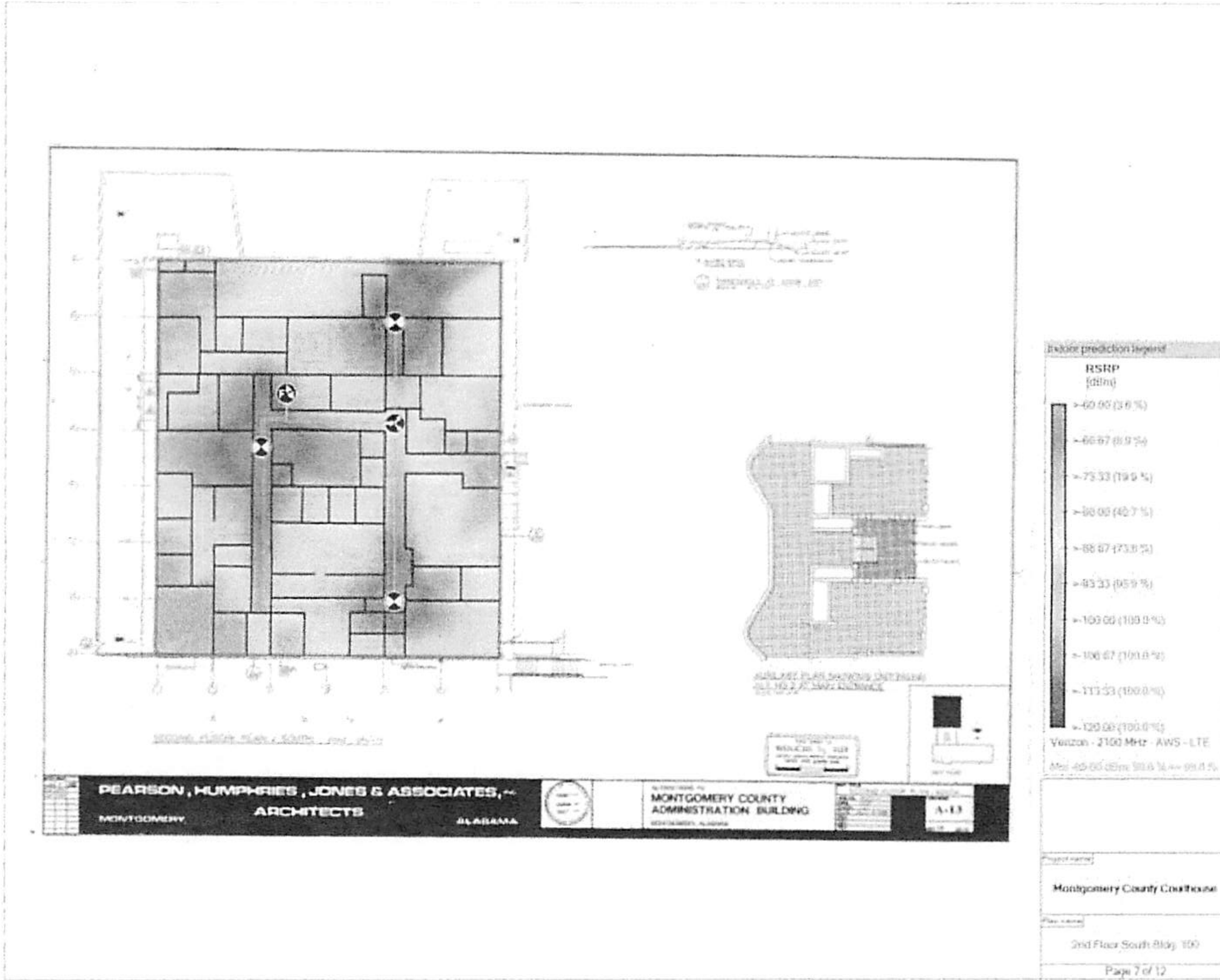
Montgomery County Courthouse
Basement Bldg. 100
Page 12 of 12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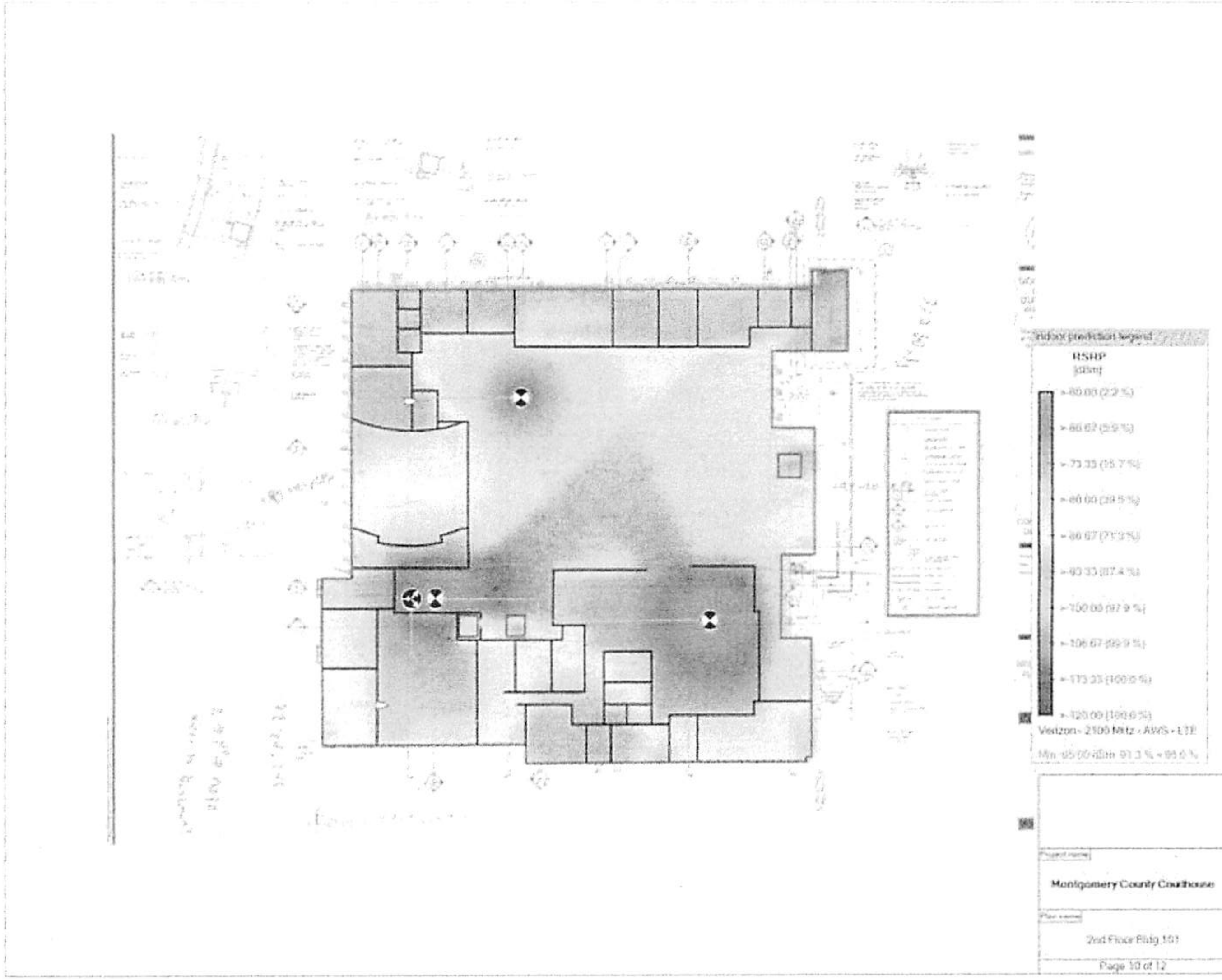
>-100.00 (100.0 %)
>-106.67 (100.0 %)
>-113.33 (100.0 %)
>-120.00 (100.0 %)
Verizon - 2100 MHz - AWS - LTE
PEARSON, HUMPHRIES, JONES & ASSOCIATES, INC.
ARCHITECTS
MONTGOMERY
ALABAMA
MONTGOMERY COUNTY
ADMINISTRATION BUILDING
A-13
Montgomery County Courthouse
2nd Floor South Bldg. 100
Page 7 of 12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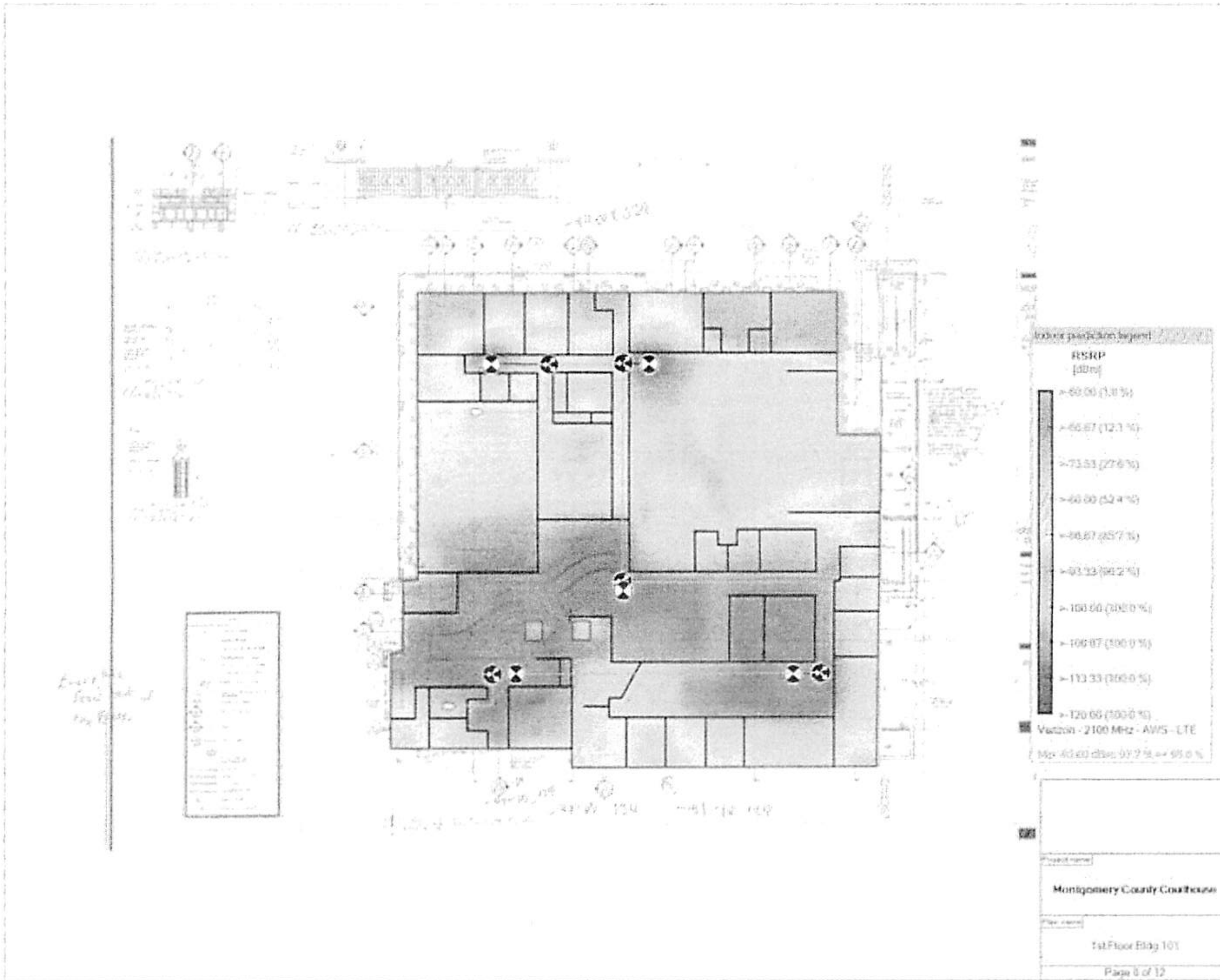
>-86.67 (71.3 %)
>-93.33 (87.4 %)
>-100.00 (97.9 %)
>-106.67 (99.9 %)
>-113.33 (100.0 %)
>-120.00 (100.0 %)
Verizon - 2100 MHz - AWS - LTE
Project name
Montgomery County Courthouse
Plan name
2nd Floor Bldg.101
Page 10 of 12

6-36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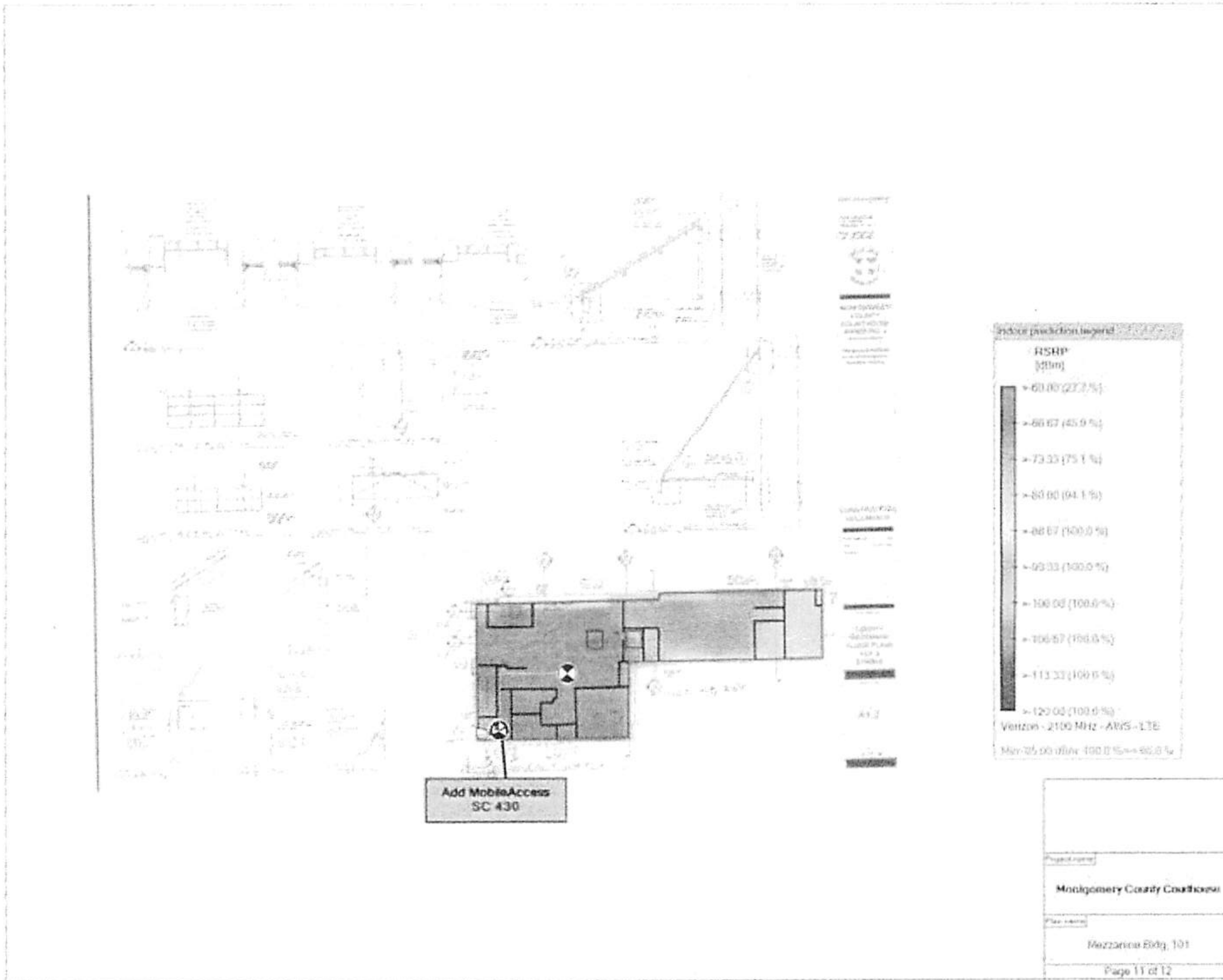
Montgomery County Courthouse
1st Floor Bldg 101

637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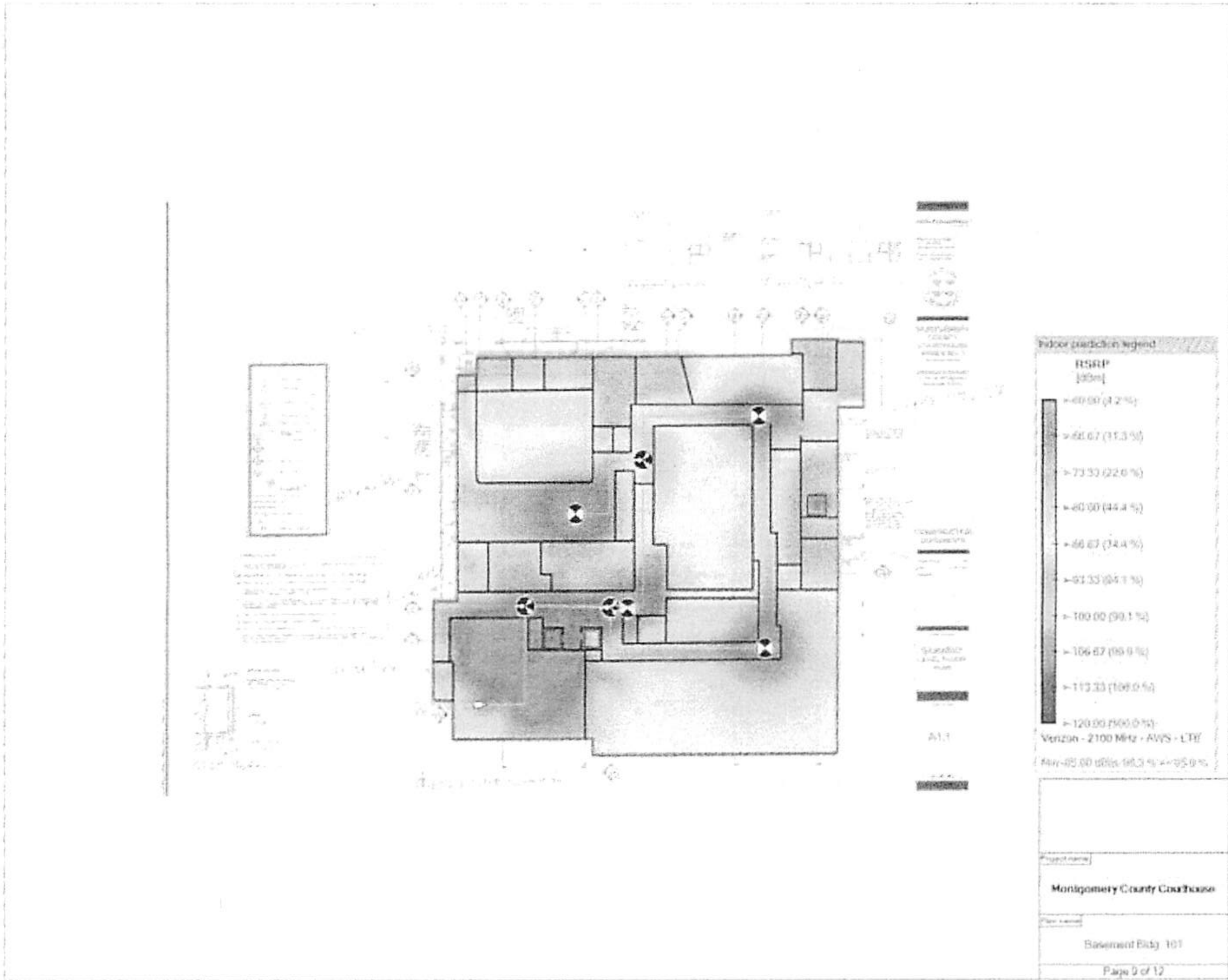
>-93.33 (100.0 %)
>-100.00 (100.0 %)
>-106.67 (100.0 %)
>-113.33 (100.0 %)
>-120.00 (100.0 %)
Verizon - 2100 MHz - AWS - LTE
Montgomery County Courthouse
Mezzanine Bldg. 101
Page 11 of 12

6-38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>-93.33 (94.1 %)
>-100.00 (99.1 %)
>-106.67 (99.9 %)
>-113.33 (100.0 %)
>-120.00 (100.0 %)
Verizon - 2100 MHz - AWS - LTE
Project name
Montgomery County Courthouse
Plan name
Basement Bldg. 101
Page 9 of 12

Thank You

NEOGENERATION
WIRELESS SERVICES

861 Holcomb Bridge Road
Suite Two Hundred Six
Roswell, GA 30076
678.221.8020(O)
678.228.8714(F)

EXHIBIT B

FIBER EASEMENT

(see attached)

AGENDA

MAR 19 2018

Interoffice Memo

To: County Commission

From: Lou Ialacci

Cc: Donnie Mims, Florence Cauthen

Date: February 28, 2018

RE: Montgomery County Technical Infrastructure

The demand for services and security for county networks has grown significantly. To address this demand requires upgrading and adding additional security and services for new and existing buildings/operations. To achieve these improvements requires upgrading the county networks' bandwidth (speed) to our remote buildings from the County's data center at 100 S. Lawrence Street. There are two ways to accomplish this: 1) install fiber optic cables ourselves or 2) lease the fiber.

The County currently spends approximately $37,500 per year for very slow connections provided by vendors to our major remote sites. (Probate/Revenue offices and Sheriff's locations). The Engineering sites are basically not connected at all.

The Probate Revenue South location can only provide 20% of the required and installed video security coverage. In addition, our computer systems at these locations cannot receive critical "security patches" in a timely manner which is required to help prevent hackers from gaining access to our network.

The Sheriff's Office cannot monitor their locations properly and there is no connectivity to the Engineering locations for monitoring county assets like equipment and supplies. This includes the new fuel management system that has been approved and requires connectivity and security.

I recommend the county invest in our own infrastructure by bidding out the installation of fiber where feasible. The estimates received so far indicate it will cost approximately $300,000 to complete the private components of this plan. The money saved with the installation of county owned fiber to key locations, like Probate/Revenue South and

7-1

West, (owned buildings), Youth Facility (owned), and MCSO warehouse and maintenance buildings (owned) will help subsidize the county's cost for the increased bandwidth at Probate/Revenue East (leased building) and the remaining buildings that are too far away to make it cost effective to run fiber.

The cost avoidance for the county of the all leased option would recover the investment in less than four years.

Attached is a supporting document with the current costs and proposed costs. I will present a map indicating the approach for the locations.

I request the Commission approve this funding as a future agenda item.

County Remote Locations

Name	Address	Site Use	Type	Current Speed	Current Monthly Costs	Type	Speed Needed	Partial Leased Costs Monthly	All Leased Monthly Costs
Probate/Revenue East	5449 Atlanta Highway, Montgomery, AL 36109	Office	Leased	10 Mbps	$525	Leased	1 Gbps	$1,600	$1,600
Probate/Revenue West	3075 Mobile Highway, Montgomery, AL 36108	Office	Leased	10 Mbps	$525	Private	1 Gbps	$0	$1,600
Probate/Revenue South	3425 McGehee Road, Montgomery, AL 36111	Office	Leased	10 Mbps	$525	Private	1 Gbps	$0	$1,600
Montgomery County Youth Facility	1111 Air Base Blvd., Montgomery, AL 36108	Office	Leased	10 Mbps	$750	Private	1 Gbps	$0	$1,600
Engineering District 1 Office & Sign Shop	1800 Terminal Road, Montgomery, AL 36108	Office, **Fuel Site**	None	None	$0	Private	1 Gbps	$0	$1,600
Engineering District 2 Office	2093 Meriwether Rd. Pike Rd, AL 36116	Office, **Fuel Site**	None	None	$0	None	100 Mbps	$200	$200
Engineering District 3 Office	5596 E. Hickory Grove Road, Ramer AL 36069	Office, **Fuel Site**	None	None	$0	None	100 Mbps	$100	$100
MCSO Warehouse	1050 Day Street Rd, Montgomery, AL 36113	Office	Leased	1.5 Mbps	$200	Private	1 Gbps	$0	$0
MCSO Mantenance Shop	1050 Day Street Rd, Montgomery, AL 36113	Office	None	None	$0	Private	1 Gbps	$0	$0
MCSO Pike Rd. Substation	9569 Vaughn Rd. Montgomery, AL 36064	Office	Leased	6 Mbps	$200	Leased	100 Mbps	$200	$200
MCSO K-9 Facility	129 K-9 Way Montgomery, AL 36105	Office, **Fuel Site**	Leased	6 Mbps	$200	Leased	1 Gbps	$1,600	$1,600
MCSO Ramer Substation	129 MAIN STREET RAMER, AL 36069	Office, **Fuel Site**	Leased	50 Mbps	$200	Leased	100 Mbps	$100	$100
Annex 1	100 S. Lawrence St. Montgomery, AL 36104	Main Data Center	**Monthly Totals**		**$3,125**			**$3,800**	**$10,200**

Current All Leased Costs - Insufficient Bandwidth	**$37,500**
Projected Annual Partial & Leased Costs	**$45,600**
Projected Annual All Leased Costs - Increased BW	**$122,400**
One Time Capital Expenditure	**$300,000**
Annual Costs Difference Partial / All Leased	**$76,800**
ROI Number of Years	**3.91**

7-3

March 2, 2018

We support the expansion of Montgomery County's fiber optics and respectfully request that the Montgomery County Commission fund such expansion, as requested by the County's Information Systems Department.

The expansion of fiber optics will greatly increase efficiency and security for all County operations, employees and residents. We are united in our support for this important advancement for Montgomery County and appreciate the Commission's investment in our future.

Janet Buskey Revenue Commissioner	Derrick Cunningham Sheriff	Steven L. Reed Probate Judge

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
MAR 19 2018

March 6, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The Montgomery County Commission, at its meeting on March 5, 2018, agreed to place on the next agenda the Performance Evaluation (Consolidated Report) based upon the individual performance evaluations prepared by Commissioners for my position as County Administrator for the review period September 15, 2016 – September 14, 2017.

I am requesting approval of this Performance Evaluation and the merit increase as per the attached form.

Should you have any questions, please contact me.

DLM/tn

Attachments

Administrator, County Commission
Performance Evaluation
(Consolidated Report)

Name: Donald L. Mims
Review Period: September 15, 2016 – September 14, 2017
Personnel Dept Staff Member: Kaila Matney KM
Date: 11/13/2017 (Last Review received: 2/21/2018)

Significant Accomplishments:

Identify significant accomplishments during this recent performance period:

See Attachment – Significant Activities & Accomplishments

Legend: UNA = Unacceptable ACC = Acceptable EXC = Excellent OUT = Outstanding

Major Work Behaviors:	UNA	ACC	EXC	OUT
Serves as administrator to the County Commission in order to ensure that the Commission is informed of county business and to carry out the business of the Commission.			X	
Manages the budget for the County Commission to ensure appropriate expenditure of funds.			X	
Directs the county's financial, material and human resources for the County Commission.			X	
Manages various projects for the County Commission in areas such as economic development, land use, and property development.			X	
Assists the Commission in developing short and long range plans for overall direction of the county.			X	
Supervises personnel to include defining job duties, setting performance standards, evaluating performance, and recommending hiring, promotions, and disciplinary actions to the Commission.			X	
Receives and handles complaints or requests from the public and establishes and maintains an effective working relationship with citizens, elected officials, divisions and department heads, and the media.			X	
Coordinates legal matters of the Commission.			X	

Goals for next performance period:

Please continue to develop our Parks & Rec Department to implement new services and improve parks.
See Attachment – A Vision for the County Commission

Administrator, County Commission
Performance Evaluation
(Consolidated Report)

Development Needs:

Continue to perform job at highest level.
Critical to hire Deputy Finance that will excel.
Great hire in Hannah Hawk!
I appreciate your passion, experience, and dedication to the commission.
Diversity hirings
I am suggesting that the Administrator needs to work on communicating more effectively with all County Commissioners. There have been several instances where Commissioner Sankey was not informed of decisions that impacted the district he was elected to represent.

This report has been compiled from individual evaluations of the Montgomery County Commission and was compiled by a Personnel Department staff member.

Kaila A. Adams

Montgomery City-County Personnel Department Representative 2/21/2018 **Date**

This evaluation has been reviewed and approved by:

Chairman, Montgomery County Commission **Date**
(with concurrence of the MCC members)

This evaluation has been reviewed and approved by:

Administrator, Montgomery County Commission: **Date**

Z:\STAFF FOLDERS\Kaila\Misc.Projects\Performance Evaluation Forms (Administrators,etc)\County Commission Administrator Evaluation\County Commission Administrator, 2016-2017 Consolidated Eval Form.doc

A Vision for the County Commission
Presented By
Donald L. Mims, County Administrator
September 2017-2018

1. **Parks and Recreation**
   Expand programming partnerships with Montgomery Education Foundation, Montgomery County Extension, Kershaw YMCA and the City of Montgomery to provide more diverse programs, including outdoor programs and nutrition education. Expand events for senior citizens with focus on fitness and health. Increase variety of sports offered to include non-traditional sports such as archery, soccer and kayaking. Expand and upgrade playground equipment, improve safety through compliance with standards, improve accessibility, provide adequate maintenance, and provide additional shading and beautification of park sites. Review the mission and responsibilities of the Parks and Recreation Board to provide meaningful service to Montgomery County.

2. **Risk Management**
   Implement a Teladoc program for County employees and their dependents, which has been approved by the County Commission. This program would allow for convenient primary care service, and at the same time save money for the County. Review opportunities for recovery of County dollars on unpaid liability claims. Evaluate the feasibility of enhancing a chronic care program for Medicare eligible retirees which will also save the County in overall healthcare costs. Evaluate the feasibility of Medicare Advantage plans and Medicare Supplement Plans for Medicare eligible retirees. Continue to promote wellness programs to produce a healthier workforce and increased savings to the Healthcare Fund. Finalize an ADA transition plan to address deficiencies related to accessibility of our rights of way and parks.

3. **Public Affairs**
   Establish social media presence for Montgomery County. Update existing County website and consider design of a more mobile-friendly website. Develop means to bring attention to services performed by the County and to highlight accomplishments of County employees and Commissioners. Develop a marketing plan with standards for promotion of the County. Identify cost-effective ways to communicate with employees and citizens of Montgomery County, including quarterly email newsletters and monthly segment on local television.

4. **Finance and Budget**
   Fill the vacant positions for Deputy Finance Director and Payroll and Benefits Assistant. Complete the GASB financial statements earlier before presentation to the Examiners of Public Accounts. Gather the required information for new reporting requirements for tax abatements in the 9/30/17 audited statements. Purchase and implement the new Tyler Tech CAFR builder software needed to prepare the annual GASB financial statement. Review the Fiduciary listing to identify funds that are eligible to be transferred out and

establish a better system of tracking deposits and expenditures from the Fiduciary Fund. Continue monitoring the budget to insure that budget levels are maintained. Assist departments in administering their budgets as approved and preparing budget changes as needed. Do Arbitrage reviews on County debt issues as required. Revise the County policy on travel and the use of Employer Provided Vehicles.

5. **Purchasing**
   Continue to work on providing improved vendor information for bid request and encourage minority vendors to participate in the bid process. Move the purchasing department to adequate space in Annex III and review storage needs for maintaining purchasing information. Review the record filing and retention methods used and determine what would be the most efficient. Improve the fixed asset identification and listing process for inventory and depreciation purposes.

6. **Sales Tax & Audit**
   Implement organizational structure/position changes. Simplify monthly tax comparison reports including implementing tax trend charts. Continue to work with software vendor Nitorco Inc., our Information Systems Staff and City of Montgomery Finance and Revenue Staff in further development and implementation of Sales Tax (SRT) Software Joint RFP Program Project. Continue working to increase the overall number of taxpayer audits conducted and taxpayer site visits in the year ahead by internal staff and by external audit service and collection contract firms to increase taxpayer compliance. Continue to focus on streamlining audit, assessment, taxpayer notifications and other administrative processes using latest technology available with less reliance on traditional paper method whenever possible. Continue coordination efforts with the Alabama Department of Revenue and with the City of Montgomery in accordance with existing reciprocal exchange of information sharing agreements specific to taxpayer audits and taxpayer reporting. Continue working with our legal counsel to ensure proper application of rules and laws and in expanding our enforcement actions and coordination efforts with other County Departments and various State Agencies to increase taxpayer compliance.

7. **Administration**
   Transition to automated agenda and minutes system. Clearly define duties and responsibilities of administrative support staff. Develop plan of support for Deputy Administrator to ensure compliance with Public Works Bid Law. Develop improved filing system (electronic and paper) for contracts and other Commission documents. Increase number of fillable forms and establish on-line source for all County forms. Improve departmental communications to establish greater sense of community and cooperation.

8. **General Services**
   Transition all County vehicles to GasBoy system. Develop improved work order system. Monitor ongoing building projects, including Annex I Dispatch, Vehicle Maintenance Shop, Annex II Retaining Wall, and Lawrence Street Parking Modifications. Prioritize and coordinate upcoming building projects. Review personnel needs for maintenance and

custodial services and identify improved use of salaries budget. Contract landscape duties for main campus and work with Personnel Department to reassign groundskeepers (2) to Parks and Recreation to maintain existing park properties and recently acquired properties. Develop evaluation system with employee input for Janitorial Services. Evaluate value and efficiency of existing Supply Store and consider alternatives.

Significant Activities and Accomplishments
of the Organization
<u>Donald L. Mims, County Administrator</u>
September 15, 2016 – September 14, 2017

1. **Secured Grants**
Grants received for the 2016/2017 year: Alabama Power Good Roots Grant for Shade Trees for Pintlala and Wingard Park - $1,000, Mid-South RC&D Grant for Adult Fitness Equipment at Flatwood Park -$10,400, Weatherization Grant -$219,629. Grants pending: Eastwood Villa Housing Rehabilitation Community Block Grant - $350,000.

2. **Parks and Recreation**
Youth Summer Enrichment Program served over 300 participants from five different sites, including Flatwood, Butler Community Center, Warrior Hill (Pine Level), Ramer, and Hope Hull. Summer activities included Kid's Catch Program and Urban STEAM Exploration, Reading on Wheels provided by the Montgomery Education Foundation, MCSO's fishing camp and wildlife education sessions, swimming lessons and pool activities at City of Montgomery and Kershaw YMCA pools. Strengthened adult programs at Flatwood. Assisted in development of plans for Old Selma Road Park. Expanded staff with hiring of Tucker Rainey as permanent, full-time Recreation Leader to assist with year-round youth and adult programming as well as provide regular park inspections to ensure strong maintenance schedule throughout the year.

3. **Risk Management**
Risk Management continued to generate innovative ways to control healthcare costs and increase utilization on the wellness programs and on-site health clinics. Some Risk Management initiatives over the last year included: introducing an option to receive a discount on monthly contributions if a health risk assessment is obtained. The plan design of the Health Management Plan was modified to be a better and more understandable benefit for County employees. The prescription network and formulary was modified to realize more savings to the County. In addition, we made a change in the Flexible Spending Account administrators to a national company with proven success to encourage more utilization with our employees. We have continued wellness options including at-work weight watcher classes and discounted YMCA memberships. Our employees continue to receive information on topics such as allergies and diabetes through wellness seminars administered by CareHere. A draft of an ADA transition plan was developed to address deficiencies related to accessibility of our rights of way and parks with the coordination of an external planning organization, a consultant and engineers. We have also supervised and administered safety and awareness training which has contributed to reduce accidents and motor vehicle claims. We have implemented a background policy and program to ensure quality personnel and avoid future potential liability. Lastly, Scott Kramer serves as a board member for the Public Management Association, States Risk Retention Group and Alabama City-County Management Association to influence policies and network on a national and statewide scale.

4. **Finance and Budget**

Audit: The Examiners of Public Accounts issued an unmodified opinion (Good Audit) on the September 30, 2015 financial statements. Furnished all financial information for the annual audit for the fiscal year ended September 30, 2016. Produced the annual GASB financial statements required by the Auditors.

***Budget:** Furnished departments with the funding levels for the budget and insured that submitted budgets were within the guidelines. Submitted a preliminary budget to the Commission for discussion and further review with departments. Monitored the budget during the year. Provided financial review information to each Commissioner including 1) Financial Results 2) Fund balances 3) Construction Projects Funding and 4) Education Sales Tax Uses.*

***Software:** Software upgrades were implemented for the county financial system. A new product for producing the GASB financial reports is being considered.*

5. **Purchasing**

Maintained the current County contracts and updated those that were required. Hired a new Buyer to replace an employee who retired in 2016. Reviewed vendor files for duplication and updates. Implemented the process of sending out bid request electronically. Began the process of tracking minority vendors.

6. **Tax and Audit**

Implemented online filing and remittance of lodging tax returns effective October 2016. Amended Montgomery County Taxpayers Bill of Rights to ensure compliance with legislation effected and tax law changes in FY 2016 and FY 2017 to date including Act No. 2016-406 and Act No. 2017-415. Implemented New "Live" Release of Sales Tax (SRT) Software Joint RFP Program Project in August 2017 to update version initially implemented in February 2016 and to implement interest rate change effective on August 1, 2017.

7. **County Administration**

Realigned divisions/departments to increase efficiency, clarify responsibilities, and more accurately reflect actual operations: Finance Director now reports directly to Administrator. Purchasing Department and Tax and Audit now report to Finance Director; however, bid documents are still routed to the Deputy Director before signature by the Administrator. Commission Office Administrative Support Specialists (2) and Associate (1) report to the Deputy Director. General Services Director (new position effective 8/1/2016) was hired to manage Support Services, Custodial staff, Janitorial Contractor and Mail and Supply Room, as well as coordinate and manage all building projects. Parks and Recreation Superintendent promoted to Parks and Recreation Director (new position effective 12/1/2016) and a full time Recreation Leader I hired in August 2017. Public Affairs Manager hired August 2017 to replace vacancy created in March 2017 and now reports to Deputy Administrator.

8. **Building Projects**

Completed exterior weatherization of Jail 1 and Courthouse with $22,000 of owner's allowance not used. Completed HVAC and Fire Alarm Replacement at Courthouse, including rehab of Judges' elevator and new carpet and lighting in secure halls, with more than $120,000 of owner's allowance not used. Completed roof replacement and elevator repairs at Scott Street Parking Deck. Renovation of Annex I First Floor and Dispatch near completion. Bid awarded for construction of Vehicle Maintenance Shop. Bid awarded for repair of retaining wall at Annex II. Developed comprehensive plan for repair and maintenance of County buildings. Coordinated estimates for repair of 100 South Perry Street Parking Deck.

MONTGOMERY COUNTY MERIT/INSERVICE
PAY REVIEW
FOR THE MONTH OF SEPTEMBER

8/3/2017

DEPARTMENT: CC - County Commission

NAME: MIMS, DONALD LEE

SOCIAL SECURITY NUMBER: XXX-XX-2100

POSITION CODE: 200165011

CURRENT		NEW	
GRADE/STEP:	A16 / 13	GRADE/STEP:	A16 / 14
HOURLY RATE:	$68.0008	HOURLY RATE:	$69.6900
BI-WEEKLY AMOUNT:	$5,440.0640	BI-WEEKLY AMOUNT:	$5,574.9440
ANNUAL PAY:	$141,441.6640	ANNUAL PAY:	$144,948.5440
		MERIT/INSERVICE DATE:	09/14/2017
		NEXT MERIT/INSERVICE DATE:	09/14/2018

______ THIS EMPLOYEE IS RECOMMENDED FOR A MERIT INCREASE.

______ MERIT INCREASE NOT RECOMMENDED AT THIS TIME.

COMMENTS: ____

DATE: ____________ APPROVED: APPOINTING AUTHORITY ____________

____________ DISBURSING OFFICER ____________

____________ PERSONNEL OFFICER ____________

8.10

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

MAR 19 2018

March 14, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Sale of Vehicles to Lowndes County Sheriff's Office

The Montgomery County Commission, at its meeting on March 5, 2018, agreed to place on the next agenda authorization to sell three surplus Ford Taurus vehicles to the Lowndes County Sheriff's Office in the amount of $4,500 each for a total of $13,500.

I am requesting that the Commission approve this sale.

/tn

Attachment

9-1

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

27 February, 2018

Mr. Mims;

Please place this request on the agenda for the County Commission Meeting scheduled for 5 March, 2018 for the Commission's consideration.

Thank You

Derrick Cunningham, Sheriff

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

OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

WWW.MONTGOMERYSHERIFF.COM

9-2

P. O. Box 157, Hayneville, Alabama 36040, phone (334) 548-6151, fax (334) 548-2621

Office of the Sheriff

Sheriff John A. Williams, Sr.

Lowndes County

February 26, 2018

To: Montgomery County Commission

Re: Vehicle Purchase

I, Sheriff John Williams, would like to purchase several of your sale vehicles. If there are any questions or any further information needed please give me a call.

Respectfully submitted,

Sheriff John Williams
Lowndes County Sheriff

9.3

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
MAR 19 2018

March 14, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Sale of Vehicle to Bullock County Sheriff's Office

The Montgomery County Commission, at its meeting on March 5, 2018, agreed to place on the next agenda authorization to sell one surplus Ford Taurus vehicle to the Bullock County Sheriff's Office in the amount of $4,500.

I am requesting that the Commission approve this sale.

/tn

Attachment

10-1

Derrick Cunningham
Sheriff of Montgomery County

Kevin J. Murphy
Chief Deputy

Colonel Wanda J. Robinson
Director of Detention

28 February, 2018

Mr. Donnie Mims;

Please place the attached request from Sheriff Rodgers of the Bullock County Sheriff's Office on the agenda for the March 5th County Commission meeting for the Commission's consideration.

Derrick Cunningham, Sheriff

Sheriff's Office
Post Office Box 4219
Montgomery, Alabama 36103-4219
Office 334.832.4980
Fax 334.832.7113

Detention Facility
225 South McDonough Street
Montgomery, Alabama 36104
Office 334.832.1386
Fax 334.265.0990

www.MontgomerySheriff.com

10-2

Raymond D. Rodgers

SHERIFF

Anthony L.Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

Office Phone: 334-738-2670
County Jail: 334-738-9222
Fax: 334-738-3982

February 23, 2018

TO: Montgomery County Commission

From: Sheriff Raymond Rodgers

I am Sheriff Rodgers with the Bullock County Sheriff Department, I'm requesting to purchase one of the vehicles' that Sheriff Cunningham has on surplus at the agreed price of $4,500.00.

Thank you,

Raymond Rodgers

Sheriff of Bullock County

email: bullockcountysheriff@ustconline.net

10-3

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 3/19/18 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
NC-2018-68	Alabama State University	Football Academic Champions Program	1,500					1,500
			1,500	0	0	0	0	1,500

Administrator Date

AGENDA
MAR 19 2018

11-1

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 3/19/18 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
BOE-2018-50	Loveless Academic Magnet Program High School (LAMP)	Principal's Discretionary Fund, for Hall of Fame Banquet	1,000					1,000
			1,000	0	0	0	0	1,000

Administrator Date

12-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 3/19/18 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
DR-C-2018-24	Kid One Transport System, Inc.	To Transport Children and Expectant Mothers with Little to no Means of Transportation to Medical Care	8,000							8,000
DR-C-2018-25	That's My Child Youth Organization	Program Expenses	20,000							20,000
DR-C-2018-26	Bridge Builders Alabama	Youth Leadership Program	10,000							10,000
			38,000	0	0	0	0	0	0	38,000

Administrator Date

AGENDA

MAR 19 2018

13-1

POSITION FILL REQUEST- UNBUDGETED

AGENDA

MAR 19 2018

DEPARTMENT: Appraisal

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Clay Henley

POSITION INFORMATION:

Position Title: Appraiser I

Position Number: TBD

Pay Grade: A06   Pay Range: $36,284-$54,214

Proposed Effective Date: 05/01/2018

Type of Hire: (☑) New   (☐) Promotional

Type of Appointment: (☑) Permanent   (☐) Temporary

JUSTIFICATION:

I am requesting the elimination of a vacant Appraiser II position to be replaced with a new Appraiser I position.

Clay Henley   Date 2/22/18

Department Head

FINANCIAL IMPACT:

The 2018 budget includes $77,750 for salary and benefits for the Appraiser II position. This position will be eliminated and replaced with the Appraiser I position at a cost of $52,307.

Sherrill Thomas   Date 2/23/18

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

______________________   Date ________

County Administrator

Revised 12/14/2016

14-1

AGENDA

MAR 19 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: Administrative Support Associate

Position Number: 500013100 (Replace T. Woods)

Pay Grade: A03 Pay Range: $25,630 - $38,294

Proposed Effective Date: March 26, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date March 9, 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/09/2018

Employee Benefit Manager

Sherrill Thomas Date 3/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_______________________ Date ___________

County Administrator

Revised 12/14/2016

15-1

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAR 19 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: 500419038 (Replace T. Baldwin)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: April 9, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 03/06/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/09/2018

Employee Benefit Manager

Sherrill Thomas Date 3/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

15-2

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

MAR 19 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: 500419112 (Replace M. Gardner)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: April 9, 2018

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 03/06/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/09/2018

Employee Benefit Manager

Sherrill Thomas Date 3/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______________

County Administrator

Revised 12/14/2016

15-3

AGENDA

MAR 19 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 Corporal

Position Number: 500425027 (Replace A. Eaves)

Pay Grade: PC2 Pay Range: $33,747 - $50,423

Proposed Effective Date: March 26, 2018

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date 03/08/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 03/09/2018

Employee Benefit Manager

Sherrill Thomas — Date 3/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA
MAR 19 2018

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Lieutenant

Position Number: 550434080(replace W Richerson)

Pay Grade: PS4 Pay Range: 49,225-73,546

Proposed Effective Date: March 26, 2018

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date 03/07/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 03/09/2018

Employee Benefit Manager

Sherrill Thomas — Date 3/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date __________

County Administrator

Revised 12/14/2016

16-1

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA
MAR 19 2018

Date: 03/12/2018
To: Donald L. Mims, Administrator
From: REVENUE COMMISSIONER
Re: Approval for the following travel:

Destination: MOBILE, AL-AATA DISTRICT MEETING
Departure Date: 04/18/2018 Return Date: 04/18/2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: AATA DISTRICT MEETING

Traveler (s) Name:
1. JANET BUSKEY
2. ALLYSON HOLLAND
3. SHUNDRA BROWN
4. SHUNTAL WILLIAMS
5. JACINTA HERBERT-LARD
6.

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

Total (est.) Cost: $926.50 Advance Registration Required: $0.00
Department Name: 001-51500.260 Fund Name: GENERAL
Additional Comments: Mileage for 5 individuals

To: REVENUE COMMISSIONER
From: Donald L. Mims, Administrator
The above request is app. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $926.50 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51500.260	(ex: 000-00000-000)
Description:	Mileage	
Current Budget:	$3,000.00	
Approved Requests:	$60.50	
Budget Available:	$2,939.50	
Current Requests:	$926.50	
Budget Balance:	$2,013.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/12/2018
cc: Finance Director / Buyer

17-1

Montgomery County Commission
Travel / Training Request Approval
Request # 26

AGENDA
MAR 19 2018

Date: March 5, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: July 29, 2018 Return Date: August 2, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend Alabama Sheriffs Association Summer Training Conference

Traveler (s) Name:
1. Sheriff Cunningham
2. Chief Murphy
3. Major Atchison
4. 2 additional (TBD)
5.
6.

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

Total (est.) Cost: $6,000.00 Advance Registration Required: $1,500.00
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. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $6,000.00 and advance registration of $1,500.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$40,000.00
Approved Requests:	$32,570.00
Budget Available:	$7,430.00
Current Requests:	$6,000.00
Budget Balance:	$1,430.00

Reviewed by: S. Thomas
Date: 3/6/2018
cc: Finance Director / Buyer

17-2

Montgomery County Commission
Travel / Training Request Approval
Request # 27

AGENDA
MAR 19 2018

Date: March 8, 2018

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Approval for the following travel:

Destination: New Orleans, Louisiana

Departure Date: April 18, 2018 Return Date: April 20, 2018

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: attend National Police Peer Intervention Executive Leadership and Training Conference

Traveler (s) Name: 1. Wesley Richerson 4.
2. 5.
3. 6.

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

Total (est.) Cost: $1,100.00 Advance Registration Required: $150.00

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

Additional Comments: *****SPLC (Southern Poverty Law Center will reimburse $1,000 per agency)

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $1,100.00 and advance registration of $150.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$40,000.00
Approved Requests:	$32,620.00
Budget Available:	$7,380.00
Current Requests:	$7,100.00
Budget Balance:	$280.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/8/2018

cc: Finance Director / Buyer

17-3

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA
MAR 19 2018

Date: March 14, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Oxford, AL
Departure Date: April 9, 2018 Return Date: April 11, 2018
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend the Alabama Gang Investigators Association Conference

Traveler (s) Name: 1. Leigh Smith 4.
2. 5.
3. 6.

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

Total (est.) Cost: $375.00 Advance Registration Required: $150.00
Department Name: Youth Facility Fund Name: 00152603-265
Additional Comments: Registration check to be addressed to: AGIA
c/o Dan Sudd, P.O. Box 1081
Pelham, AL 35124

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator
The above request is app. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $375.00 and advance registration of $150.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52603.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$10,000.00	
Approved Requests:	$3,168.80	
Budget Available:	$6,831.20	
Current Requests:	$375.00	
Budget Balance:	$6,456.20	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/14/2018
cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA
MAR 19 2018

Date: March 8, 2018
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Approval for the following travel:

Destination: Lexington, Kentucky
Departure Date: April 4, 2018 Return Date: April 6, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the Spring 2018 Meeting of States' Joint Boards and Committees

Traveler (s) Name: 1. Scott Kramer 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: ______
Department Name: Risk Management Fund Name: Liability
Additional Comments: **All Expense Paid By States***

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator
The above request is app. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	007-51120.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$15,000.00	
Approved Requests:	$2,216.09	
Budget Available:	$12,783.91	
Current Requests:	$0.00	
Budget Balance:	$12,783.91	

______
Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/8/2018
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA
MAR 19 2018

Date: 3/6/2018

To: Donald L. Mims, Administrator

From: George Speake, County Engineer

Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Park Drive, Montgomery, Alabama

Departure Date: 4/17/2018 Return Date: 4/17/2018

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend Seminar on How to Manage Conflict and Confrontation

Traveler (s) Name: 1. George Speake 4.
2. 5.
3. 6.

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

Total (est.) Cost: $149.00 Advance Registration Required: $149.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments:

To: George Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $149.00 and advance registration of $149.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	111-53600.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$5,961.00
Budget Available:	$4,039.00
Current Requests:	$149.00
Budget Balance:	$3,890.00

Reviewed by: S. Thomas

Date: 3/6/2018

cc: Finance Director / Buyer

17-6

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA
MAR 19 2018

Date: 3/8/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: 5/7/2018 Return Date: 5/9/2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend ACEA Annual Conference

Traveler (s) Name: 1. Kevin Boone 4.
2. 5.
3. 6.

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

Total (est.) Cost: $1,500.00 Advance Registration Required: $210.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments:

To: George Speake, County Engineer
From: Donald L. Mims, Administrator
The above request is app. 3/19/18 reimbursement of actual and necessary expenses in the approximate amount of $1,500.00 and advance registration of $210.00 is authorized.

To be completed by the Finance Department

Fund Code:	111-53600.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$5,961.00
Budget Available:	$4,039.00
Current Requests:	$1,649.00
Budget Balance:	$2,390.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/8/2018
cc: Finance Director / Buyer

17-7